14-786

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~329.~~ 83

JAMES M. WOOD, PLAINTIFF IN ERROR,

vs.

JOSEPH W. WEIMAR.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MICHIGAN.

FILED NOVEMBER 7, 1878.

SUPREME COURT OF THE UNITED STATES.

No. 329.

JAMES M. WOOD, PLAINTIFF IN ERROR,

vs.

JOSEPH W. WEIMAR.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MICHIGAN.

INDEX.

	Original.	Print.
Bond	1	1
Writ of error	5	2
Citation	6	3
Affidavit of James M. Wood	8	3
Replevin	9	4
Bond	11	4
Complaint	13	5
Appearance of defendant	15	6
Notice to plaintiff by defendant	16	6
Bond for removal of cause	18	7
Petition for removal of cause	20	7
Order granting petition	23	9
Appraiser's report	24	9
Coroner's report	102	61
Clerk's certificate	103	61
Stipulation of counsel as to facts	104	62
Defendant's election to take value, &c	110	64
Defendant's requests to charge	111	64
Jury called	119	66
Verdict and judgment	121	67
Motion for new trial	123	68
Verdict set aside	126	69
Stipulation waiving jury	127	69
Defendant's requests	128	70
Judgment	136	72
Amended finding	138	73

	Original.	Print.
List of exhibits	150	77
Exhibit No. 1. Chattel mortgage	151	77
No. 2. Note of Stewart for $5,000	154	78
No. 3. Discharge of mortgage	157	79
No. 4. Note of Stewart for $3,200	159	80
No. 5. Assignment to Cornelia Stewart	160	81
No. 6. Deed of Stewart et ux. to Terwiliger	161	81
Clerk's certificate	168	84

Know all men by these presents that we, James M. Wood as principal, and Abram Terwilliger, of Preble, N. Y., James H. Burr, of Gloversville, N. Y., and Oliver C. Collins, of Gloversville, N. Y., as surety, are held and firmly bound unto Joseph W. Weimar in the full and just sum of eight thousand dollars to be paid to the said Joseph W. Weimar, or to his certain attorney, executors, administrators, or assigns, for which payment well and truly to be made we bind ourselves and our heirs, executors, or administrators, jointly and severally, firmly by these presents, sealed this twenty-second day of July, in the year of our Lord one thousand eight hundred and seventy-eight.

Whereas lately at a session of the circuit court of the United States for the western district of Michigan, held at the court-house in the city of Grand Rapids, on the 12th day of June, A. D. 1878, in a suit depending in said court between James M. Wood, plaintiff, and Joseph W. Weimar, defendant, judgment was rendered against the said James M. Wood for the sum of five thousand five hundred and seventy-five dollars and ten cents, with costs of suit to be taxed; and the said
2 James M. Wood having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court to reverse the said judgment in the aforesaid suit, and a citation directed to the said Joseph W. Weimar, citing and admonishing him to be and appear at a Supreme Court of the United States to be holden at Washington the second Monday of October next:

Now the condition of the above obligation is such that if the said James M. Wood shall prosecute to effect said writ of error and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

JAMES M. WOOD. [L. S.]
ABRAM TERWILLIGER. [L. S.]
JAMES H. BURR. [L. S.]
OLIVER C. COLLINS. [L. S.]

Sealed and delivered in the presence of—
JOSEPH E. WOOD.

STATE OF NEW YORK,
County of Fulton, ss:

On this 22nd day of July, 1878, personally came before me, the undersigned, the above-named obligors, except A. Terwilliger, and each for himself, on his oath, saith that he is pecuniarily responsible for the amount of ten thousand dollars and upwards; that he is now owned and possessed of real and personal property over and above all incum-
3 brance and exemptions from forced sale on execution to the amount exceeding ten thousand dollars. All which I certify.

[NOTARIAL SEAL.] EUGENE P. SHOVE,
Notary Public, Fulton Co., N. Y.

GLOVERSVILLE, NEW YORK,
July 22d, 1878.

I hereby certify that I am well acquainted with the pecuniary responsibility of the above-named obligors; that they are reputable business men, and are worth over and above all liabilities at least one hundred thousand dollars.

W. D. WEST,
Cashier Nat. Fulton Co. Bank.

The foregoing bond is approved.

S. L. WITHEY,
Dist. Judge.

STATE OF NEW YORK,
County of Onondaga, ss:

On this 19th day of July, 1878, personally came before me, the undersigned, the within-named Abram Terwilliger, and for himself, on his oath, saith that he is pecuniarily responsible for the amount of thirty thousand dollars and upwards; that he is now owned and pos-
4 sessed of real and personal property over and above all encumbrance and executions from forced sale on execution to the amount exceeding thirty thousand dollars.

Sworn to before me this 19th day of June, 1878.

[NOTARIAL SEAL.] HIRAM W. PLUMB,
Notary Public.

Bond filed July 26, '78.

C. B. HINSDILL, *Clerk.*

5 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judge of the circuit court of the United States for the western district of Michigan, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, between James M. Wood, plaintiff, and Joseph W. Weimer, defendant, a manifest error hath happened, to the great damage of the said plaintiff, as by his complaint appears: we, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court, the 26th day of July, in the year of our Lord one thousand eight hundred and seventy-eight.

[SEAL.] CHESTER B. HINSDILL,
Clerk of the Circuit Court of the United States for the Western District of Michigan,
By A. B. CARRIN, *Deputy.*

Allowed by—

S. L. WITHEY,
Dist. Judge.

(Indorsed:) Lodged this 26 July, A. D. 1878.

6 *Replevin.*

The circuit court of the United States for the western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMAR.

The United States of America, greeting, to Joseph W. Weimar & his attorney:

You are hereby cited & admonished to be & appear at a Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the western district of Michigan, wherein James M. Wood is plaintiff in error, & you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, & why speedy justice should not be done to the parties in that behalf.

Witness the honorable S. L. Withey, district judge, & ex-officio judge of the said circuit court, this 27th day of July, A. D. 1878.

S. L. WITHEY,
District Judge.

STATE OF MICHIGAN,
County of Berrien, ss:

On this seventh day of August, A. D. 1878, personally appeared George S. Clapp before me, the subscriber, & makes oath that he delivered a true copy of the within citation, on the third day of August, instant, to N. A. Hamilton, the attorney of the defendant in this cause.

GEO. S. CLAPP.

Sworn to and subscribed before me this 7th day of August, A. D. 1878.

[SEAL.] C. B. POTTER,
Notary Public.

7 (Indorsed:) The circuit court of the United States for the western district of Michigan. James M. Wood vs. Joseph W. Weimar. Citation. Filed Ju'y 27, '78. C. B. Hinsdill, clerk. Norris & Uhl, pl'tf's att'ys.

8 STATE OF MICHIGAN,
County of Berrien, ss:

James M. Wood, being duly sworn, deposes and says that he is plaintiff in the annexed writ of attachment, and that he is entitled to the possession of all and singular the property in said writ described; that the said property has not, nor has any of the same, been taken for any tax assessment or fine levied by virtue of any law of the State of Michigan; that the said property has not been, nor has any of the same, been taken under any execution or attachment against the goods and chattels of this deponent, plaintiff therein, liable to execution; and he further says that said goods and chattels, and all of the same, are unlawfully detained by Joseph W. Weimer, the defendant in such writ.

JAMES M. WOOD.

Sworn to and subscribed before me this 11th day of October, A. D. 1875.

JAMES H. CANFIELD,
Notary Public in and for said Berrien County.

9 STATE OF MICHIGAN,
County of Berrien, ss :

The circuit court for the county of Berrien.

In the name of the people of the State of Michigan, to the coroner of the county of Berrien:

We command you that you do forthwith take into your custody the following goods and chattels, to wit: All and singular the goods, merchandise and stock of every description, situate in the brick hardware store of Charles Stewart, on State street, in St. Joseph, including all the merchandise, goods and wares of every description therein, and also in the warehouse belonging to the said store, and across the alley immediately in the rear thereof; also, all the stoves, lamps, and fixtures belonging to said hardware store; also, one McNeal & Urban iron safe in said store building; also, the tin shop in connection with said hardware store, including all the tools, of every description, therein, and all materials connected therewith and belonging to or within the same, and deliver the same to James M. Wood, plaintiff herein, if he shall
10 give you security as required by law, to prosecute to effect this writ against Joseph W. Weimer, defendant herein, and to return the aforesaid goods and chattels, if return thereof shall be adjudged, and to pay all such sums of money as may be recovered against him hereupon; and also, that you summon the said Joseph W. Weimer to appear before the circuit court for the county of Berrien, at Berrien Springs, on the first Tuesday of November next, at ten o'clock in the forenoon of said day, to answer the said James M. Wood concerning the unlawful detention of the said goods and chattels.

Witness the honorable Henry H. Coolidge, circuit judge, at Berrien Springs, this eleventh day of October, in the year of our Lord one thousand eight hundred and seventy-five.

DAVID E. HINMAN, *Clerk.*

(Indorsed:) The circuit court, county of Berrien. James M. Wood vs. Joseph W. Weimer. Replevin. Returnable Nov., 1875. Filed Nov. 6, 1875. David E. Hinman, clerk. George S. Clapp, plaintiff's attorney.

11 Know all men by these presents that we, James M. Wood, as principal, and James H. Burr, Andrew D. Simmonds, Wm. F. Steele, Day & Steele, A. D. Brown, and Berry & Allen, as sureties, are held and firmly bound unto Rufus K. Charles, the coroner of Berrien County, Michigan, and his assignees, in the sum of twenty thousand dollars, lawful money of the United States of America, to be paid to the said Rufus K. Charles, coroner aforesaid, and his assigns, to which payment, well and truly to be made, we bind us and our heirs, executors, and administrators, and each and every of them, firmly by these presents, sealed with our seals, dated the fifteenth day of October, one thousand eight hundred and seventy-five.

The condition of this obligation is such that whereas James M. Wood, the principal herein, as plaintiff, has sued out of the circuit court for the county of Berrien a writ of replevin against Joseph W. Weimer, de-

fendant, which writ has been directed to and served by Rufus K. Charles, coroner aforesaid, and said Rufus K. Charles, as such coroner, has seized and taken into his custody, by virtue of said writ, all the
12 goods, stock, and merchandise of every description in the hardware store of Charles Stewart, situate on State street, in St. Joseph; and also in the warehouse in rear of the store and across the alley; also, the McNeal & Urban iron safe, and all the lamps, stoves, and fixtures belonging to and in said hardware store, and also the tin-shop and tools therein, and all materials therein, apparatus used in connection with said hardware store:

Now, if said James M. Wood shall prosecute his said suit to effect, and if said defendant, Joseph W. Weimer, recover judgment in said action against said James M. Wood, then, if said James M. Wood will and shall return the same property, if return thereof be adjudged, and shall and will pay said defendant all such sums of money as may be recovered by such defendant, Joseph W. Weimer, in such action, then this obligation to be void, otherwise of force.

J. M. WOOD.	[SEAL.]
ANDREW D. SIMMONDS.	[SEAL.]
DAY & STEELE.	[SEAL.]
JAMES H. BURR.	[SEAL.]
WM. F. STEELE.	[SEAL.]
A. D. BROWN.	[SEAL.]
BERRY & ALLEN.	[SEAL.]

(Endorsed:) Filed November 6, 1875. Daniel E. Hinman, clerk.

13 The circuit court for the county of Berrien, ss.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

BERRIEN COUNTY, *ss:*

Joseph W. Weimer, defendant herein, was summoned to answer James M. Wood, plaintiff herein, of a plea of replevin, wherefore he unlawfully detains, to wit, all the goods, chattels, stock, and merchandise of every description in the hardware store of Charles Stewart, situate on State street, in St. Joseph, as well as all the goods, wares, *wares*, and merchandise in the warehouse connected with said hardware store, and in the rear thereof, across the alley; and also all the stoves, lamps, fixtures in and belonging with said hardware store, and also the tin-shop connected with said hardware store, including all the tools and materials connected therewith; also, one McNeale & Urban iron safe.

And thereupon the said plaintiff, by George S. Clapp, his attorney, complains against the said defendant for that the said defendant, on the twelfth day of July, in the year of our Lord one thousand eight
14 hundred and seventy-five, at St. Joseph, in the county of Berrien aforesaid, received the goods and chattels above mentioned, to wit, all and singular those goods, chattels, and merchandise of every description in the hardware store of Charles Stewart, situate on State street, in St. Joseph, as well as all the goods, wares, and merchandise in the warehouse connected with said hardware store, in the rear thereof, across the alley; and also all the stoves, lamps, fixtures in and belonging with said hardware store; and also all the tin-shop connected

with said hardware store, including all the tools and machinery connected therewith; also, one McNeale & Urban iron safe in said hardware store, of great value, to wit, of the value of ten thousand dollars, being of the goods and chattels of the said plaintiff, to be delivered to the said plaintiff when the said defendant should be thereunto afterward requested; but that the said defendant, although often requested so to do, has not delivered the goods and chattels above mentioned to the said plaintiff, but has unlawfully detained the same, to the damage of the said plaintiff of ten thousand dollars, and therefore brings suit, &c.

GEORGE S. CLAPP,
Attorney for Plaintiff.

(Endorsement:) Filed November 23d, 1875. David E. Hinman, clerk.

15 STATE OF MICHIGAN:

The circuit court for the county of Berrien.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

NOVEMBER 16, 1875.

On motion of N. A. Hamilton, attorney for defendant, it is ordered that the appearance of the defendant be, and the same is hereby entered.

N. A. HAMILTON,
Attorney for Defendant.

STATE OF MICHIGAN,
County of Berrien, ss:

In the circuit court for the county of Berrien.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

And the said Joseph W. Weimer, by N. A. Hamilton, his attorney, comes and demands a trial of the matters set forth in the plaintiff's declaration.

N. A. HAMILTON,
Att'y for Def't, Weimer.

16 To the plaintiff above named and his att'y Geo. S. Clapp:

Please take notice that the defendant will show on the trial of this cause that he is and has been for more than a year last past the sheriff of the county of Berrien; that before the commencement of this cause there were issued out of the circuit court for the county of Berrien certain writs of attachment at the suit of Clark, Wilson & Co., J. Clark, Wilson & Co., Shoenberger & Co., Frudmann & Cauterjung, Henry Sears & Co., Jewett & Root, Heman Baldwin, Page Belting Co., and George K. Hopkins, against Charles Stewart, which writs were placed in the hands of this said defendant, then sheriff as aforesaid, for service; that by virtue of the said writs he seized the goods and chattels described in the declaration filed in this cause.

Defendant will further show on the trial of this cause that the said goods and chattels so seized were the proper goods and chattels of the said Charles Stewart, and liable to attachment at the suit of his creditors above named, and were not at the time of said attachments, nor at any other time, the goods & chattels or property of the said
17 James M. Wood, plaintiff in this cause; that any pretended sale, pledge, mortgage, or transfer of said goods by the said Stewart to the said Wood was without consideration, fraudulent, and void, and made by the said Stewart with full knowledge on the part of said Wood for the sole and only purpose to hinder, delay, and defraud the creditors of the said Stewart in the collection of their just debts against said Stewart.

N. A. HAMILTON,
Att'y for Def't Weimer.

(Endorsement:) Filed December 18, 1875. D. E. Hinman, clerk.

18 Know all men by these presents that Joseph W. Weimer, as principal, and Nathaniel A. Hamilton and Edward Bacon, as surety, both of the county of Berrien, in the State of Michigan, are held and firmly bound unto James M. Wood in the sum of five hundred dollars, to be paid to the said James M. Wood, his executors, administrators, or assigns, to the payment whereof well and truly to be made the said obligors jointly and severally bind themselves and their respective heirs, executors, and administrators firmly by these presents, sealed with our seals, dated the 27th day of January, A. D. 1876.

The condition of the above obligation is such that whereas the above-named James M. Wood has brought a suit in the circuit court for the county of Berrien and State of Michigan against the said Joseph W. Weimer, and the matter in dispute in said suit exceeds in sum and value one thousand dollars exclusive of costs; and whereas the said Joseph W. Weimer has made application by petition hereto annexed to transfer said suit and remove the same for trial into the circuit court of the United States for the sixth circuit and western district of Michi-
gan.
19 Now, therefore, if the above-bounden Joseph W. Weimer shall, on or before the first day of the next session of said circuit court of the United States, to wit, on or before the third Monday of May, A. D. 1876, enter copies of the process in said suit, and of all pleadings, depositions, testimony, and other proceedings in said suit concerning or affecting the same, and shall also enter in said circuit court of the United States on or before said day a copy of the record in such suit, and shall pay all costs that may be awarded by said circuit court of the United States if said court shall hold that such suit was wrongfully or improperly removed thereto, then this obligation shall be void, otherwise to be and remain in full force and virtue.

JOSEPH W. WEIMER. [L. S.]
N. A. HAMILTON. [L. S.]
EDWARD BACON. [L. S.]

20 STATE OF MICHIGAN:

In the circuit court for the county of Berrien.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

To the circuit court for the county of Berrien.

The petition of Joseph W. Weimer, the defendant in the above en-

titled suit, respectfully shows unto this court that said suit above entitled is now pending in said circuit court for the county of Berrien, in the State of Michigan, and in the western district of said State. And that no trial or final hearing has been had in said suit, and that the January term of said court is the first term at which said suit could be tried, and that at the time of the commencement of this suit, and ever since then, James M. Wood, the said plaintiff, has been and still is a citizen of the State of New York, and that at the time of the commencement of this suit, and ever since then, this defendant has been, and now is, a citizen and resident of the State of Michigan, and the western district thereof.

21 And your petitioner further shows that in said suit there is, and ever since its commencement has been, between said plaintiff and defendant, being citizens of different States, as aforesaid, a controversy. Also, further, that the matter in dispute in said suit does now exceed, and ever since its commencement has exceeded, the sum of five hundred dollars, exclusive of costs.

And your petitioner further shows that he has reason to believe, and does believe, that from prejudice and local influence he will not be able to obtain justice in said circuit court for the county of Berrien.

And your petitioner hereby offers a bond with sufficient surety, which bond is hereto annexed and is made in conformity with the act of Congress in such case made and provided.

Wherefore your petitioner prays that the said above entitled suit may be removed from the said circuit in the State of Michigan into the circuit court of the United States for the six circuit and western district of Michigan.

JOSEPH W. WEIMER.

H. A. HAMILTON,
Attorney for Defendant.
EDWARD BACON,
Of Counsel for Def't.

22 STATE OF MICHIGAN,
Western District of Michigan, County of Berrien, ss:

Joseph W. Weimer, of said county, being duly sworn, deposes and says that he is the 'fendant and petitioner above named, and that he has read the foregoing statement of facts and petition by him subscribed and knows the contents thereof, and that the same are true.

JOSEPH W. WEIMER.

Subscribed and sworn to before me the 27th day of January, A. D. 1876.

ROSCOE D. DIX,
Notary Public.

[Endorsements.]

STATE OF MICHIGAN:

In the circuit court for the county of Berrien.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

To GEORGE S. CLAPP, Esq., attorney for said plaintiff:

SIR: Please take notice that on the opening of this court on the first

day of February, 1876, or as soon thereafter as counsel can be heard at the present January term of said court at the court-house in the village of Berrien, in said county, a petition, affidavit, and bond,
23 duplicate copies of which are herewith served on you, will be duly presented to said court.

Dated January 27, 1876.

Resp'ly,

H. A. HAMILTON,
Att'y for Def't.

Filed January 27, 1876.

DAVID E. HINMAN, *Clerk.*

STATE OF MICHIGAN:

In the circuit court for the county of Berrien.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

On reading and filing the within petition and bond and affidavit, and after hearing N. A. Hamilton, att'y for said plaintiff, and Edward Bacon, attorney for the defendant, it is ordered that the prayer of the within petitioner be, and the same is hereby, granted; and the bond within and sureties therein are hereby approved.

Dated at the court-house in said county, at a session of said court, this 2d day of February, A. D. 1876.

HENRY H. COOLIDGE,
Circuit Judge.

24 We, the undersigned freeholders, residing in the county of Berrien, having been first duly sworn by the coroner of said county to make a true appraisement of all property seized by virtue of the annexed writs of replevin, do appraise the several articles and parcels of property so replevied, as follows, to wit:

		Rates.	Cts.	Cts.
2	saw-handles	each	25	50
3¾	lbs. powder	pr. lb.	23	86
3	oil-stone stands	each	10	30
145	lbs. whetstones	pr. lb.	5	7 25
8	" " "	"	20	1 60
6	" dryers	"	11	66
2	" white lead	"	10	20
4	" vermillion	"	12	48
3	" raw umber		13	39
10	" burnt "		13	1 30
5	" raw lime		13	65
13	" burnt "		13	1 69
8	" coach black		15	1 20
28	" chrome yellow		15	4 20
55	" graining colors		14	7 70
13	" blue paint		16	2 08
11½	" " "		15	1 72
1	box scrapers		25	25

21¼	lbs. horse-shose nails, 24 c. per lb	5 00	....	
20	" " " " 25	5 00	....	
25	" " " " 26	6 50	....	
13½	" " " " 25	3 38	....	
		19 98		
	Deduct 10 %	1 99		
				17 99
	Am't over			51 02
25	Over			51 02
	25 lbs. hoe coalks pr. lb.	12½	....	3 12
6	gate-latches "	17	....	1 02
93	lbs. Babbit metal "	9½	....	8 94
573	" sad iron	3¼	....	18 62
42	" oil stone	17	....	4 14
9	cans powder per can.	30	....	2 70
5	shoe brushes each	16	....	80
9	" " "	13	....	1 17
1	horse "			25
11	" "	25	....	2 75
2	" "	30	....	60
2	" "	50	....	1 00
1	" "			35
8	" "	33	....	2 64
18½	lbs. rubber buffers pr. lb	25	....	4 63
45	" paper gun-wads	16	....	7 20
1	pr. leather mittens			50
16	gate latches	8	....	1 28
12	scrub brushes	13	....	1 56
6	" "	12	....	72
3	" "	15	....	45
10	" "	12	....	1 20
12	boxes matches	3	....	36
168	" oil blacking	5	....	8 40
24	" polish "	5	....	1
8	set blind hinges	11	....	88
38	" " "	11	....	4 18
200	plow butts	2	....	4
4	doz. frame pulleys	18	....	72
12	blind fasteners	3	....	36
1	check-valve			1 25
1	globe "			1 50
1	" "			1 15
	Over			140 46
26	Am't brought over			140 46
	11 doz. brass knobs pr. doz	45	....	4 95
12	" coat and hat hooks "	12	....	1 44
1½	" " " " "	7	....	11
27	spike gimlets	2	....	54
6	doz. " "	14	....	84
3	" wood knobs	5	....	15
7	" " "	5	....	35
11	" " "	5	....	55

12	hasps and staples	6	72
12	" " "	3	36
72	hooks " "	1½	1 08
3	doz. wrought "	8	24
13	saw-handles	12	1 56
31	plaine handles	3	93
15	joiner "	4	60
15	skein bolts	5½	82
12	tag screws	2	24
101	" "	1 ...	1 01
120	sadlers' awls	1	1 20
58	shoemakers "	1	58
78	" "	1	78
5	doz. screw hooks ..... pr. doz..	7	34
4	" " " ..... " " ..	7	28
6	doz. " and eyes	3	18
9	" " "	3	27
24	" " "	2	48
8	" " "	3	24
12	" " "	5	60
8	" " "	4	32
5	" saw hooks	4	20
12	" " "	4	48
¼	doz. pic. nails	12½	3
1/12	" " "	"	01
5/12	" " "	5	02
23	brass hooks ..... each.	3	69
3	picture nails	6	18
	Over		163 83
27	Amount bro't over		163 83
	2 doz. pic. nails ..... per doz.	20	40
15	curtain knobs ..... each	20	3 00
24	escutcheons ..... "	3	72
1	doz. " ..... p'r doz.	4	4
½	" drop "	20	10
14	brass "	3	42
3	picture nails	12½	38
32	porcelain door knobs ..... each	5	1 60
54	" " "	2	1 08
36	combined latches ..... "	5	1 80
6	" "	8	48
7	" "	5	35
18	" "	6	1 08
21	" "	8	1 68
33	" "	5	1 65
8	" "	5	40
15	lamp hooks	3	45
28	yerc'l glasses	3	84
1	set hub bands	....	1 00
1	" " "	....	1 00
20	ox butts	3	60
24	saw rivets	3	72
8	center bits	12	96
21	" "	12	2 52

24	needles	2	....	48
18	saw screws	3	....	54
25	" "	2	....	50
69	rivets	1	....	69
10	spring butts	3	....	30
3	plow irons	25	....	75
9	braces	25	....	2 25
9	"	1 00	....	9 00
13½	doz. window stops ....per doz.	25	....	3 37
	Over			$204 98
28	Am't bro't over			204 98
	9 doz. screw eyes....per doz.	2	....	18
5⅔	" " "	2	....	11
13½	" " "		....	27
11⅔	" brad awls	12	....	1 40
5	shoemaker's "	12	....	60
16½	p'r plated key escute'ns....per doz.	10	....	1 65
10	" " " "		....	1 00
6	porcelain "		....	60
8	drop "	25	....	2 00
8	doz. screw eyes ....per doz.	5	....	40
3⅔	" " "	2	....	07
114	shoemaker's awls ....each	1	....	1 14
7⅔	doz. screw eyes ....per doz.	3	....	23
3½	" hooks	10	....	35
6¾	door stops	40	....	2 70
6	cupboard latches....each	6½	....	39
9	chandelier hooks	9½	....	86
12	tool holders	25	....	3 00
35	nail setts	3⅓	....	1 15
5	tool handles	5	....	25
4	punches	20	....	80
4⅓	doz. curtain rings	5	....	21
36	ramrod heads	4	....	1 44
4	gun cylinders	8	....	32
237	brass hooks & eyes	1	....	2 37
233	" " "	1	....	2 33
23	steel counter links	10	....	2 30
7	iron " "	8	....	56
6	brass locks	20	....	1 20
12	ramrod wormers	6	....	72
8	iron "	5	....	40
21	side trims ....each	1	....	21
	Over			$236 19
29	Am't bro't over			236 19
3	tripple wrenches	25	....	75
5	steel drills	5	....	25
16	rammers	5	....	80
3	bench hooks	30	....	90
10	blind "	15	....	1 50
10	brass "	10	....	1 00
3	line "	5	....	15

69	buttons	1	....	69
10	screw pulleys	10	....	1 10
4	cold chisels	25	....	1 00
16	belt punches	15	....	2 40
3	" "	18	....	64
42	button moulds	9	....	3 78
4	spring balances	10	....	40
23	wad punches	20	....	4 60
12	spring balances	10	....	1 20
6	breast strap plates	6	....	36
25	plated buttons	5	....	1 25
14	cock eyes	3	..	42
30	rein snaps	2	....	60
46	breast snaps	3	....	1 38
53	" "	3	...	1 59
40	" "	5	....	2 00
7	cattle tin	10	....	70
5	" "	5	....	25
10	bridle fronts	8	....	80
4	sewing awl haf's	12½	....	50
3	pr. dividers	85	...	2 55
4	" "	40	....	1 60
7	bird cage hooks	6	....	42
11	brass locks	9	....	99
3	iron locks	8	....	24
6	" "	10	....	60
	Over			$273 60
30	Am't bro't over			273 60
4	chest locks	15	....	60
12	" "	15	....	1 80
9	" "	10	....	90
6	" "	5	....	30
7	cupboard locks	12½	....	87
7	" "	15	....	1 05
8	" "	5	....	40
3	drawers "	70	....	2 10
3	" "	10	....	30
1	" "	75	....	75
14	" "	18	....	2 52
10	chest locks	40	....	4 00
4	saw setts	45	....	1 80
2	" "	25	....	50
8	broom-holders	5	....	40
10	lbs. copper rivets	32	....	3 20
800	belt hooks p'r e.	31	....	2 48
500	" " " .	31	....	1 55
250	" " " .	30	....	75
300	" " " .	90	....	2 70
500	" " " .	56	....	2 80
67	meat hooks ea.	2	....	1 34
46	" " " .	3	....	1 38
136	" " each.	1⅔	....	2 26
23	window bolts p'r doz.	10	....	19
36	" spring " " .	20	....	60

40	window locks..... each..	3		1 20
3	doz. " springs.....p'r doz.	75		2 25
4	" "	75		3 00
3	" "	75		2 25
1	" "	60		60
7	window locks.....p'r doz.	60		35
9	" " ..... " .	36		27
6	doz. bolts..... p'r doz.	10		60
18	sash-fasteners..... each..	3		54
	Over.....			$322 20
	Am't bro't over.....			322 20
8	p'r chest handles.....p'r p'r.	25 ...		2 00
5	" " "	12½....		62
8	awning pulleys ..... ea.	6½....		52
18	" "	10½....		1 89
15	draw gulls.....	4		60
18	" "	4		72
6	" "	3		18
22	" "	5		1 20
24	" " .....p'r doz.	20		40
17	" " .....each.	1½....		25
1	bell.....			1 50
3	"	1 00		3 00
1	"			1 30
2	brass faucets.....	63		1 26
4	" "	25		1 00
6	iron "	50		3 00
3	petrolium.....	65		1 95
2	molasses gates.....	50		1 00
5	perstunn faucets	50		2 50
3	doz. coat and hat hooks .....p'r doz.	12½....		37
18	" " " " "	13		2 34
3	" " " " "	13		39
6	" " " " "	12		72
6	" " " " "	12		72
11	lights, glass	8½		
34	" "	10		
62	" "	13½		
70	" "	12½		
2	" "	13		
42	" "	15		
19	" "	16		
55	" "	14½		
29	" "	17		
11	" "	22		
		46 34		10 44
	Deduct 75 % & 10 a/c.			
	Over.....			$362 07
32	Am't bro't over			362 07
2	locks ..... ea.	25		50
2	plastering trowels.....	62		1 24
2	set casters..... per set.	20		40

74	bits ..... ea.	5	3 70
30	" ..... " .	6	1 80
7	augur bits	45	3 15
18	" "	20	3 60
29	" "	18	5 22
20	" "	18	3 60
32	" "	13	4 16
20	" "	14	2 80
12	cork screws	5	60
9	" "	10	90
24	quilting f. clamps	5	1 00
13	chalk line rule	3	39
3	ox bow keys	10	30
12	" " "	10	1 20
54	screw eye hooks	2½	1 35
20	lead faucets	12½	2 50
32	screw hooks	2	64
6	set table casters	8	48
1	" " "	8	08
5	" bed "	7	35
118	gimlets	2	2 36
26	"	3	78
20	plain iron	30	6 00
7	pliers	12	84
14	"	20	2 80
2	"	40	80
10	spring punches	40	4 00
5	" "	40	2 00
1	square bolt	10	10
9	chail "	9 ...	81
	Car. over		$422 86
33	Am't bro't over		422 80
2	spoke shaves	12	24
10	iron "	12	1 20
12	bronze barrel bolts	12½	3 00
4	sq'r bolts	6	24
4	" "	5	20
5	" "	10	50
2	" "	20	40
32	flask "	3	96
36	" "	6½	2 32
30	" "	8	2 40
6	sq'r "	8	48
2	" "	12	24
12	barrel "	8	96
9	" "	10	90
12	doz. latches	15	1 80
72	thumb "	3	2 16
24	paper files	6	1 44
12	" "	6	72
12	chain bolts	15	1 80
7	hollow augurs	50	3 50
18	augur bits	40	7 20
10	" "	25	2 50

16	augur bits	30	4 80
11	" "	15	1 65
17	" "	10	1 70
5	" "	15	75
3	" "	15	45
20	" "	20	4 00
24	" "	30	7 20
5	" "	40	2 00
3	" "	30	90
10	" "	35	3 50
19	" "	40	7 60
	Car' over		$492 57
34	Am't bro't over		492 57
	48 plated knobs	25	12 00
54	japanned "	8	4 32
12	plated "	25	3 00
16	dead locks	12½....	2 00
3	" "	"	38
3	" "	15	45
1	" "	15	15
3	" "	12½....	38
3	" "	1 00	3 00
6	" "	15	90
2	" "	12½...	25
3	" "	15	45
6	mortice locks	20	1 20
4	rim "	25	1 00
7	dead "	10	70
18	" "	10	1 80
3	mortice "	25	75
6	" "	20	1 20
1	" "		1 12
1	" "		1 00
6	" "	25	1 50
2	night "	75	1 50
18	" "	40	7 20
12	" "	30	3 60
6	" "	37½....	2 25
9	" "	33	2 97
3	" "	10	30
2	rim "	20	40
23	mortice "	10	2 30
12	" "	6	72
26	" "	6	1 56
3	" "	25	75
36	latches	10	3 60
3	dead locks	1 00	3 00
6	stove-door latches	15	90
4	plated knob cranks	25	1 00
	Car' over		$562 17
35	Am't bro't over		562 17
	5 mineral knobs	10	50

27	rim locks	25		6 75
4	mortice "	33		1 32
3	rim "	50		1 50
3	" "	35		1 05
6	latches	16		96
8	door knobs	10		80
18	" "	10		1 80
4	" "	10		40
18	" "	25		4 50
6	thumb latches	34		2 04
5	rim "	22		1 10
3	locks and "	25		75
5	" " "	25		1 25
5	" " "	75		3 75
2	" " "	20		40
4	" " "	25		1 00
4	" " "	55		1 40
1	door spring	30		30
1	" " lock	25		25
4	screw-drivers	20		80
7	" "	40		2 80
7	" "	20		1 40
9	" "	40		3 60
3	chisels	30		90
8	"	25		2 00
31	"	12½		3 88
20	"	20		4 00
18	"	15		2 70
16	gauges	20		3 20
34	"	18		4 32
1	set chisels			6 00
2	" "	50		1 00
	Over			$630 59
36	Am't bro't over			630 59
1	set chisels			4 00
6	" " ea	20		1 20
9	hand axes	83		7 47
1	" "			85
5	hatchets	3s		1 88
6	"	2s		1 50
1	"	75		75
13	hammers	30		3 90
2	"	90		1 80
3	"	85		2 55
2	"	9		18
5	"	30		1 50
5	"	65		3 25
1	"	65		65
8	set iron teaspoons	15		1 20
3	" " "	15		45
2	" " "	30		60
13		55		7 15
3	set teaspoons	25		75

3	set teaspoons	25		75
6	carving steels	25		1 50
3	bread knives	1s		38
4	butcher "	35		1 40
10	" "	12½		1 25
6	" "	12½		75
6	" "	1s		75
1	" "	25		25
5	" "	1s		62
5	" "	25		1 25
2	" "	35		70
1	" "	1s		12
6	" "	10		60
5	" "	25		1 25
	Carried over			$684 29
37	Amt. bro't over			684 29
2	set table knives pr. set	1 50		3 00
2	" " "	1 25		2 50
6	" " "	85		5 10
1	" " "			1 35
4	" " "	1 25		5 00
3	" " "	1 50		4 50
3	" " "	1 00		3 00
1	" " "			1 25
2	" " "	1 50		3 00
3	" " "	1 50		4 50
1	" " "	1 35		1 35
2	" " "	1 25		2 50
1	" " "	1 00		1 00
1⅓	lbs. solder iron pr. lb.	33		44
32	forks ea.	3		96
4	pr. bolts pr. pr.	7		28
5	" "	4		20
108	" "	8		8 64
30	" "	7		2 10
36	" "	7		2 52
18	" "	11		1 91
5	" "	3		15
1½	" "	7		11
48	" strap hinges pr. lb.	5		2 40
8	" strap & screw "	5		40
1½	set box straps pr. lb.	50		75
4½	pr. bolts "	5		22
9½	" " "	10		95
70	wagon box straps	2		1 40
5	pat. whiffletree hooks	1s		62
6	" " "	10		60
11	horse cards	3		33
4	curry combs	12		48
6	" "	22		1 32
15	rivets	33⅓		5 00
	Car. over			$758 13

38	Amt. bro't over			758 13
	14½ sope stone packing	pr. lb.	20	2 87
	7 6/16 bd. rubber "		40	2 95
	14½ ox chains		7	1 01
2	lanterns	ea.	25	50
16	"		38	6 00
2	"		70	1 40
3	wood faucets		1s	38
6	sad-iron stands		3	18
1	hose coupling			10
1	ship augur			1 50
1	brass faucets			50
15	kitchen knives	ea.	6	90
6	putty "		20	1 20
5	set table "		1 25	6 25
2	" " "		1 40	2 80
2	" " "		1 25	2 50
2	" " "		1 35	2 70
4	" " "		1 20	4 80
1	" " "			1 25
4	" " "		75	3 00
1	" " "			85
6	" " "			4 50
2	" " "		85	1 70
60	plated porcelain knobs		30	18 00
24	Japan mineral "		10	2 40
24	plated porcelain "		30	7 20
36	set plated castors		8	2 88
6	plat. porcelain knobs		30	1 80
6	Japan mineral		10	60
7	rim locks		33	2 31
9	clout nails	pr. lb.	11	99
2	" "		8	16
10	" "		7	70
7	" "		8	56
24	" "		7	1 68
9	" "		8	72
47	shoe "		10	4 70
	Car. over			$852 67
39	Am't bro't over			852 67
2	lbs. copper nails	pr. lb.	30	60
24	" boot "		10	2 40
39	p'k'g's glazine p'ts	pr. pkg.	6	2 34
25	" tacks		10	2 50
3	" gimps		5	15
3	" Hungarian nails		5	15
34	pat. brads		5	2 30
6	rim locks	ea.	60	3 60
12	barrel bolts		8	96
6	thumb latches		15	90
5	doz. c. and hat hooks		34	1 70
6	" " "		12	72
3	" " "		6	18

2	doz. c. and hat hooks	12	24
6	" " "	6	36
3	" " "	5	15
9	" " "	5	45
18	" " "	4	72
20	hasps and staples	5	60
20	rings with hooks	5	60
24	staples	1½....	36
13	hooks	3	29
95	"	1¼....	1 21
189	"	1¼....	2 36
67	stair-rod bolts	5	3 35
1	short bl'd ax	2 00	2 00
2	broad "	2 00	4 00
12	adzes	1 53	18 36
1	spike maul	1 25	1 25
5	stone hammers	1 00	5 00
1	razing "	1 00	1 00
13	carpet stretchers	6	78
	Car. over		$914 25
40	Am't bro't over		914 25
7	screw wrenches	1 42	9 94
9	" "	1 14	10 26
5	" "	85	4 25
1	" "	50	50
3	openers	50	1 50
2	cleavers	85	1 70
4	solder irons	33	1 32
2	nipples	35	70
1	crack king bolt	25	25
47	files	17	7 99
19	"	25	4 75
11	"	33	3 63
46	"	45	20 70
9	"	60	5 40
3	"	50	1 50
2	"	65	1 30
18	"	20	3 60
8	"	30	2 40
4	"	35	1 40
6	"	45	2 70
2	"	68	1 36
12	"	45	5 40
4	"	32	1 28
12	horse rasps	50	6 00
2	" "	50	1 00
	Car'y am't, 154 p		$1,005 88

41 SCREWS.

(60 and 10 %.)

3	gr....p'r gr.	1 00	3 00

3	gr	95	....	2 85
3	"	89	....	4 45
1	"	74	....	74
6	"	63	....	3 75
10	"	58	....	5 80
4	"	55	....	2 20
4	"	53	....	2 12
1	"	58	....	58
2	"	68	....	1 36
1	"	81	....	81
3	"	50	....	1 50
1	"	50	....	50
3	"	50	....	1 50
2	"	53	....	1 06
3	"	63	....	1 89
3	"	55	....	1 65
3	"	63	....	1 89
2	"	74	....	1 48
5	"	84	....	4 20
1	"	89	....	89
1	"	92	....	92
2	"	1 13	....	2 26
1	"	1 00	....	1 00
1	"	1 13	....	1 13
2	"	1 31	....	2 61
½	"	1 44	....	72
1	"	1 23	....	1 23
1	"	1 60	....	1 60
2	"	2 31	....	2 31
1	"	2 55	....	2 55
77½	Am't car. over			$60 58
42	Am't bro't for'd			60 58
77½	gr's screws	p'r gr's	2 07	
1	"		2 55	
1	"		2 10	
1	"		2 34	
1	"		2 55	
1	"		2 83	
1	"		5 25	20 69
84½	Am't			81 27
	Deduct 60 %			48 76
	" 10 %			32 51
				3 25
	Total net valve			$29 26
10	gr's brass screws	p'r gr. net.	22	2 20
6	tubular lanterns	ea.	30	1 80
40	wood faucets		3	1 20
7	saw stretchers		9	63
6	paint dusters		35	1 90
3	" brushes		8	24
1	" "		20	20

3	paint brushes	1 25	37 5
12	rattle boxes	3	36
11	graters	3	36
13	horse cards	4	52
3	brushes	35	1 05
12	stove handles	3	36
2	towel racks	20	40
1	p'r steelyards	35	35
1	fruit basket	65	65
3	mouse traps	8	24
3	coffee pot stands	12½....	38
1	" " "	25	25
10	sewing machine box	5	50
3	spring balances	9	27
1	corn popper	10	10
6	cake turners	10	60
7	toy pails	12½....	88
3	fruit baskets	65	1 95
			$50 40
43	Over from 1st page		1,005 88
	Over from 3d page		50 40
1	crumb brush		30
2	scrub brushes ea.	20	40
4	toy pails	18	72
3	" "	8	24
2	bird cages	1 50	3 00
1	" "		1 25
3	" "	75	2 25
9	pepper boxes	3	27
6	pruners	1 50	9 00
1	hanging basket		75
1	sewer		4 25
20	chalk lines	2	40
15	fish "	3	45
5	balls twine	8	40
6	" "	8	48
1	set bells		76
2	skimmers	1s	25
1	cake turner		15
2	dippers	6	12
2	graters	35	70
2	candle moulds	35	70
1	egg stand		25
6	raw hiden	12	72
1	crumb brush		30
1	" pan and brush		75
3	scrub brushes	15	45
1	corn popper	10	10
58	biscuit cutters	3	1 74
13	toy cups	4	52
4	tin horns	6	24

3	oil cans	15		45
8	milk skimmers	3		24
				$1,088 89
44	Am't bro't over			1,088 89
	1 collander			35
5	funnels ea.	8		40
3	corn poppers	10		30
1	cake dish	10		10
1	dish-pan			50
1	water-pitcher			85
12	whip lashes	25		3 00
1	pail			65
5	whips	85		4 25
2	dust-pans	18		36
2	sugar pans	10		20
3	whip lashes	15		45
15	dog muzzles	20		3 00
1	oil-can			25
1	vegetable boiler			20
3	whips	50		1 50
2	dippers	15		30
9	doz. clothes pins	2		18
1	stew-pan	20		20
3	whip-stalks	17		51
4	butter ladles	8		32
26	candlesticks	8		2 08
2	potato mashers	8		16
1	rolling-pin	....		12
14	doz. axes	10 50		147 00
25	lb. horse nails 26 p'r lb.	6 50		
25	" " " 23 "	5 75		
25	" " " 28 "	7 00		
25	" " " 28 "	7 00		
25	" " " 26 "	6 50		
25	" " " 26 "	6 50		
	Deduct 10%	39 25		35 93
25	lbs. toe caulks			3 50
				1,295 53
45	Am't bro't over			1295 53
	4 gros' clothes pins pr. g.	25		1 00
5	lb. umber pr. lb.	6		30
6	" chrome yellow	16		96
5	" " "	16		80
12	" umber	6		72
3	" drop black	10		30
10	" Indian red	15		1 50
3	" orange	15		45
10	" bt. umber	6		60
9	" " "	6		54
9	" rose pink	15		1 35
5	" vermillion	25		1 00

10	lb. white glue	25	2 50
7	" umber	6	42
9	" blue	10	90
12	" umber	6	72
1	bird cage	1 50	1 50
2	" "	55	1 10
2	" "	75	1 50
1	" "	1 50	1 50
2	halter chains	35	70
1	vegetable basket	50	50
1	bung borer	1 00	1 00
3	shot pouches	75	2 25
1	" "	1 75	1 75
2	pope eyes	45	90
3	packers	20	60
7	whip stalks	12	84
12	stove brushes	15	80
15	" "	16	80
			$1,325 33
46	Am't bro't up		1,325 33
	2 bridle bits	10	20
6	toy pails	7	42
1	" boy	50	50
1	match safe	15	15
2	toy dogs	10	20
1	" stove	85	85
1	box kitchen furniture	75	75
2	vises	3 00	6 00
3	iron screws	60	1 80
1	vise	4 00	4 00
1	"	8 00	8 00
1	spike maul	1 65	1 65
1	bl'k smith's well	3 50	3 50
5	boys' axes	75	3 75
2	hay knives	75	1 50
4	broad rules	85	3 40
1	" "	....	1 25
3	oil cans	25	75
6	" "	15	90
1	towel rack	20	20
16	steelyards	75	12 10
9	"	45	4 05
3	plumb bobs	15	45
5	saw stretchers	6	30
1	water guage	35	35
1	coffee pot	25	25
3	plow shield	75	2 25
1	molasses gate	2 70	2 70
16	scythes	65	10 40
225.	lbs. paint	06	13 50
			$1,411 45

47	Am't bro't up			1,411 45
2	brass cocks	75	....	1 50
2	stem "	65	....	1 30
3	" "	50	....	1 50
2	shingle shavers	1 00	....	2 00
3	carpet stretchers	10	...	30
2	shot pouches		....	25
1	" "		....	65
1	powder flask		....	1 50
2	" "	48	....	96
1	cooper's draw shave		....	1 55
8	butter knives	20	....	1 60
2	" "	15	....	30
2	" "	30	....	60
1	" "		....	20
4	" "	35	....	1 40
3	bird cages	55	....	1 65
4	self-measuring faucets	2 70	....	10 80
2	flush bolts	1 00	....	2 00
2	pointing trowels	25	....	50
3	fire pokers	25	....	75
1	peach pitter		....	50
1	screw driver		....	5
1	padlock		....	25
1	powder flask		....	35
1	gate latch		....	10
4	dog collars	15	....	60
1	extension divide		....	75
1	gate spring		....	45
3½	bright chain	5	....	18
	Over			$1,455 99

48	Am't bro't over			1,445 99
1	powder flask			60
1	" "			75
1	" "			95
1	shot pouch			65
1	curtain pin			25
2	spring balances	10	....	20
4	apple pearers	66	....	2 64
10	can stamps	5	....	50
2	house fasteners	15	....	30
2	candle moulds	35	....	70
14	quilting-frame clamps	5	....	70
3	molasses gates	35	....	1 05
10	harness snaps	5	....	50
36	" "	7	...	2 52
12	barrel bolts	9	....	1 08
2	case openers	20	....	40
6	set bed castors	9	....	54
7	mortice latches	20	....	1 80
8	" "	25	....	2 00
42	locks	50	....	21 00
7	"	30	....	2 10
6	latches	27	....	1 62

6	latches	24	....	1 44
9	"	10	....	90
36	locks	25	....	7 50
18	"	33	....	6 30
36	"	37	....	13 32
15	"	55	....	8 25
23	"	75	....	17 25
11	"	30	....	3 30
12	"	70	....	8 40
	Over			$1,555 50
49	Am't bro't over			1,555 50
	6 mortice latches	30	....	1 80
	5 " "	50	....	2 50
	2 " "	35	....	70
4	rim latches	12	....	48
1	mortice lock	75	....	75
5	" "	25	....	1 25
2	rim "	40	....	80
6	" "	20	....	1 20
30	" "	25	....	7 50
1	" "	20	....	20
1	night latch	45	....	45
14	mineral knobs	10	....	1 40
5	mortice locks	55	....	2 75
5	" "	25	....	2 25
3	meat saws	1 54	....	4 50
30	hand "	50	....	15 00
46	mineral knobs	10	....	4 60
36	plated knobs	30	....	10 80
18	mineral "	10	....	1 80
10	doz. c. and hat hooks	12	....	1 20
6	stove-door handles	15	....	90
2	" " "	40	....	80
24	rim latches	35	....	8 40
12	hasps and staples	6	....	72
96	thumb latches	3	....	2 28
6	nail hammers	75	....	4 50
24	" "	30	....	7 20
12	" "	20	....	2 40
1	tin pail	30	....	30
	Over			$1,647 38
50	Am't bro't over			1,647 38
	11 p'r gate hinges	60	....	6 60
	4 "	15	....	60
4	gate latches	10	....	40
7	sausage grinders	1 50	....	10 50
10	lbs. Paris green	28	....	2 80
22	horse cards	4	....	88
21	machine bolts	5	....	1 05
3½	sides lace leather	2 50	....	8 75
11	lbs. whiting	2½	....	28
3	" white lead	10	....	30

28	lbs. casing nails	4	....	2 32
420	" shoe tacks	28c.	....	117 60
155	sld. bolts	8	....	12 40
60	lbs. putty	3½	....	2 10
1	bird-cage hook	10	....	10
1	" " "	70	....	70
1	wire fruit basket	65	....	65
1	basin	10	....	10
1	toy pail	6	....	6
3	" cups	3	....	3
3	nutmeg graters	3	....	9
1	comb-basket	5	....	5
1	can-opener	20	....	20
4	bread knives	18	....	76
4	fire-kindlers	5	....	20
5	mincing knives	15	....	75
1	" "	30	....	30
1	bench awl			1 50
4	steak hammers	15	....	60
3	carts	20	....	60
7	" tacks	15	....	1 05
	Car. over			$1,821 70
51	Am't bro't over			1,821 70
	2 stove handles	10	....	20
7	" "	3	....	21
2	pr. tongs	30	....	60
2	dish washers	5	....	10
1	dipper	10	....	10
1	spoon	15	....	15
5	egg whips	5	....	25
2	forks	15	....	30
2	cake turners	12	....	24
2	vegetable dippers	15	....	30
4	egg beaters	10	....	40
1	Gordon trowell			15
1	basin			10
2	toy dust pans	3	....	6
5	nutmeg graters	5	....	25
2	cherry pitters	75	....	1 50
1	lanterns	75	....	75
3	fruit funnels	5	....	15
1	cloth sprinkler	15	....	15
4	hooks & eyes	2	....	8
3	drawer pulls	5	....	15
1	cupboard door bolt	10	....	10
1	door "	2	....	2
1	brass handle			25
1	door bell			2 00
1	" bolt			8
2	cupboard latches	10	....	20
2	shutter knobs	2	....	4
1	cupboard latch			10
1	door lock			35
4	rim latches	30	....	1 20

6	latches	24	....	1 44
9	"	10	....	90
36	locks	25	....	7 50
18	"	33	....	6 30
36	"	37	....	13 32
15	"	55	....	8 25
23	"	75	....	17 25
11	"	30	....	3 30
12	"	70	....	8 40
	Over			$1,555 50
49	Am't bro't over			1,555 50
6	mortice latches	30	....	1 80
5	" "	50	....	2 50
2	" "	35	....	70
4	rim latches	12	....	48
1	mortice lock	75	....	75
5	" "	25	....	1 25
2	rim "	40	....	80
6	" "	20	....	1 20
30	" "	25	....	7 50
1	" "	20	....	20
1	night latch	45	....	45
14	mineral knobs	10	....	1 40
5	mortice locks	55	....	2 75
5	" "	25	....	2 25
3	meat saws	1 54	....	4 50
30	hand "	50	....	15 00
46	mineral knobs	10	....	4 60
36	plated knobs	30	....	10 80
18	mineral "	10	....	1 80
10	doz. c. and hat hooks	12	....	1 20
6	stove-door handles	15	....	90
2	" " "	40	....	80
24	rim latches	35	....	8 40
12	hasps and staples	6	....	72
96	thumb latches	3	....	2 28
6	nail hammers	75	....	4 50
24	" "	30	....	7 20
12	" "	20	....	2 40
1	tin pail	30	....	30
	Over			$1,647 38
50	Am't bro't over			1,647 38
11	p'r gate hinges	60	....	6 60
4	"	15	...	60
4	gate latches	10	....	40
7	sausage grinders	1 50	....	10 50
10	lbs. Paris green	28	....	2 80
22	horse cards	4	....	88
21	machine bolts	5	....	1 05
3½	sides lace leather	2 50	....	8 75
11	lbs. whiting	2½	....	28
3	" white lead	10	....	30

28	lbs. casing nails	4	2 32
420	" shoe tacks	28c.	117 60
155	sld. bolts	8	12 40
60	lbs. putty	3½	2 10
1	bird-cage hook	10	10
1	" " "	70	70
1	wire fruit basket	65	65
1	basin	10	10
1	toy pail	6	6
3	" cups	3	3
3	nutmeg graters	3	9
1	comb-basket	5	5
1	can-opener	20	20
4	bread knives	18	76
4	fire-kindlers	5	20
5	mincing knives	15	75
1	" "	30	30
1	bench awl		1 50
4	steak hammers	15	60
3	carts	20	60
7	" tacks	15	1 05
	Car. over		$1,821 70
51	Am't bro't over		1,821 70
2	stove handles	10	20
7	" "	3	21
2	pr. tongs	30	60
2	dish washers	5	10
1	dipper	10	10
1	spoon	15	15
5	egg whips	5	25
2	forks	15	30
2	cake turners	12	24
2	vegetable dippers	15	30
4	egg beaters	10	40
1	Gordon trowell		15
1	basin		10
2	toy dust pans	3	6
5	nutmeg graters	5	25
2	cherry pitters	75	1 50
1	lanterns	75	75
3	fruit funnels	5	15
1	cloth sprinkler	15	15
4	hooks & eyes	2	8
3	drawer pulls	5	15
1	cupboard door bolt	10	10
1	door "	2	2
1	brass handle		25
1	door bell		2 00
1	" bolt		8
2	cupboard latches	10	20
2	shutter knobs	2	4
1	cupboard latch		10
1	door lock		35
4	rim latches	30	1 20

	Car. over		$1,832 23
52	Am't bro't over		1,832 23
	1 night latch		60
1	pad lock		1
1	dead "		15
1	pad "		1
4	" "	15	60
2	" "	25	50
1	" "		35
1	steamer		45
1	rubber rattle		3
34	cake cutters	2	68
3	toy cups	3	09
1	pepper box		3
1	dish pan		20
2	patty pans	½	3
4	rim locks	25	1
6	night latches	60	3 60
20	spring bolts	10	2 00
12	rim latches	14	1 68
24	" "	24	5 76
24	" locks	55	13 20
21	" "	33	6 90
5	" "	55	2 75
14	" "	30	4 20
9	" "	55	4 95
6	latches	24	1 44
6	silver plated knobs	30	1 80
3	⅝ shoe tacks	28	84
1	⅝ resin		10
1	shot pouch		25
2	p'k'g stencil ink	75	1 50
1	" " "		25
	Car' over		$1,890 16
53	Am't bro't over		1,890 16
	68 lb. shot	7	4 76
9	" sealing wax	3	27
3	axes	15	45
6	"	85	5 10
11	"	1 00	11 00
14	"	1 00	14 00
11	"	75	8 12
11	cans paint	40	4 40
4	" "	65	2 60
2	" "	85	1 70
13	" "	1 00	13 00
29	⅝ whetstone	4	1 16
24	" " "	22	5 28
4	horse cards	4	32
17	curry combs	12	2 04
6	" "	22	66
9	" "	13	1 17
166	rubber packing	28	46 48

1	bunch belt lacing		50
3	whips	105	3 15
1	"		1 65
1	"		75
3	"	1 50	4 50
2	"	95	1 90
2	"	1 00	2 00
4	"	1 42	5 68
1	"		1 00
1	"		1 25
2	"	1 20	2 40
1	"		1 05
2	"	65	1 30
1	"		50
2	"	1 00	2 00
1	"		75
2	"	1 00	2 00
1	"		1 05
	Car' over		$2,046 10
54	Am't bro't up		2,046 10
2	whips	75	1 50
2	"	1 20	2 40
2	"	1 20	2 40
3	"	1 00	3 00
2	"	85	1 70
2	"	65	1 30
3	"	65	1 95
5	"	90	4 50
18	"	30	5 40
2	"	1 00	2 00
6	"	1 05	6 30
2	"	15	30
2	"	1 05	2 10
4	"	50	2 00
2	"	75	1 50
12	whip lashes	6	72
1	" "		25
19	stalks	10	1 90
1	"		12
23	lashes	35	8 05
14	halter chains	20	2 60
10	trace "	30	3 00
8	mallets	5	40
7	"	30	2 10
2	set bells	75	1 50
1	towel-rack		20
1	toasting-fork		12
6	skimmers	10	60
6	spoons	10	60
4	white nail-heads	35	1 40
5	" " "	50	2 50
4	spoons	10	40
1	coal tongs		10

3	post augers	1 50	4 50
3	log-chains	1 40	4 20
3	mallets	5	15
4	bench screws	35	1 40
			$2,121 46
55	Am't bro't over		2,121 46
55	corn poppers	10	5 50
1	post auger		1 50
11	R. R. picks	75	8 25
90	¾ lead pipes	7½	6 75
5	snow shovels	40	2 00
38	p'r skates	50	19 00
24	lamp chimneys	7	1 68
56	" "	7	3 92
98	" "	4	3 92
10	globes	20	20
1	reflector	25	25
9	faucets	12	1 08
2	gr. wicks	50	1
9	lamp brackets	12	1 08
12	" burners	11	1 32
3	" "	20	60
7	marking guages	15	1 05
9	" "	5	45
5	" "	5	25
6	" "	5	30
8	cutting "	40	2 40
9	mortice "	65	5 85
1	T bevel		50
1	"		25
4	"	20	80
4	"	45	1 80
4	tray squares	40	1 60
2	" "	25	50
2	" "	50	1 00
6	" "	50	3 00
4	" "	45	1 80
	Car. over		$2,201 07
56	Am't bro't over		2,201 07
4	try squares	40	1 60
5	" "	50	2 50
6	" "	25	1 50
3	" "	25	75
6	joiners	75	4 50
3	fore plains	75	2 25
1	jack "	50	50
1	smooth "		35
1	handle "		1 00
2	block "	40	80
5	moulding "	5	2 50
13	" "	50	6 50

1	miter square		40
11		75	8 25
14		25	3 50
9		1 25	11 25
4		1 00	4 00
6	brackets	80	1 80
4	crumb brushes	35	1 40
1	" tray		75
3	levels	75	2 25
5	"	1 25	6 25
1	"		1 30
2	"	20	40
3	"	1 00	3 00
1	tumbler drainer	75	75
1	" "		1 00
7	toy kitchen sets	40	2 80
1	lot tin toys		25
9	twine	18	1 62
20	"	18	3 60
3	balls twine	10	30
17	" "	6	1 02
54	" "	5	2 70
	Car. over		2,284 41
57	Am't bro't over		2,284 41
180	chalk lines	2	3 60
144	fish "	2	2 88
9	coffee pot stands	12½	1 13
16	sad iron "	5	80
5	mouse traps	25	1 25
3	knives	90	2 70
2	"	30	60
1	"		60
1	"		55
1	"		50
6	"	12	72
6	scissors	20	1 20
1	knife		40
2	"	50	1 00
1	"		85
1	"		60
3	scissors	17	51
2	"	25	50
1	"		40
2	"	38	76
2	shears	12	24
11	"	20	2 20
2	"	50	1 00
1	"	41	41
1	"		65
1	"		50
1	"		50
2	"	65	1 30
10	⅜ sarle cord	20	2 00
11	floor scrapers	8	88

14	balls twine	5	70
100	lbs. carpet paper	3	3 00
67	" " "	5	3 35
71	" wall paper	5	3 55
2	hay-pulley clamps	50	1 00
325	℔ paint	8⅜	27 62
1	vice		3 00
	Over		$2,357 86
58	Am't bro't over		$2,357 86
	6 bakers	50	3 00
25	lb. bright wire cloth	12½	3 13
1	lap board	50	50
1	iron sink		2 00
2	" "	2 25	4 50
11	cake griddles	25	2 75
51	spiders	17	8 67
3	griddles	25	75
6	fire shovels	10	60
8	" "	12½	1 00
1	sink		2 50
1	wringer		5 00
3½	℔ twine	10	35
5	brick boards	10	50
2	set truss hoops	3 00	6 00
2	wringers	5 00	10 00
125	℔ paint	8 3/10	10 45
5	gal. paint	1 50	7 50
24½	" "	1 50	36 37
1	ice cream freezer		4 00
1	" "		1 00
1	wringer		5 00
1	hay pulley		50
1	vegetable dish		4 00
5	" "	2 00	10 00
1	" "		4 00
1	scales		4 00
1	"		2 50
1	"		5 00
1	"		1 00
1	"		1 00
	Car. over		$2,505 43
59	Am't bro't over		2,505 43
	1 coal hod		50
5	pruning shears	15	75
23	℔ wool twine	9½	2 19
3	buggy circles	80	2 40
4	mattocks	1 00	4 00
1	cleunt		50
4	boilers	20	80
1	bell		3 50
1	"		6 75
2	oak pails	50	1 00

1	slop pail		65
1	oil can		65
1	bucket		50
1	neck yoke		1 00
3	pruning nippers	1 50	4 50
1	wagon jack		50
1	post augur		1 50
2	well wheels		35
2	iron toys	10	20
5	doz. patty pans	10	50
4	" " "	8	32
3	" " "	10	30
11	oil cans	10	1 10
7	" "	7	49
2	" "	8	16
9	molasses cups	15	1 35
5	" "	10	50
21	dredge boxes	6	1 26
17	canisters	10	1 70
2	"	20	40
3	"	20	60
	Over		2,546 35
60	Am't bro't over		2,546 35
6	oil cans	15	90
70	pepper boxes	2	1 40
2	servers	75	1 50
12	bush scythes	75	9 00
2	servers	1 25	2 50
17	toy cups	3	51
2	" tubs	5	10
7	" pails	20	1 40
13	pails	10	1 30
3	"	5	15
1	"		10
6	toy banks	20	1 20
11	" "	7	77
4	tubs	5	20
4	toy banks	25	1
10	iron toys	5	50
2	sad irons	25	50
10	" "	10	1 00
6	" "	10	60
3	tin sets	12½	38
4	toy wagons	40	1 60
14	match safes	5	70
2	" "	5	10
9	" "	10	90
5	" "	30	1 50
5	mouse traps	5	25
9	" "	5	45
8	candlesticks	5	40
15	bells	25	3 75

2	bells	10		20
				$2,582 55
61	Am't bro't over			2,582 55
1	set table knives			1 25
1	" " "			1 00
2	" " "	85		1 70
2	" " "	1 25		2 50
1	" " "			75
1	" " "			85
4	" " "	75		3 00
1	" " "	1 00		1 00
1	" " "			1 25
	Bolts.			
50	" at 8.25 per gr. 75.70	1 03		
71	" 8.75 "	1 55		
19	" 9.25	44		
35	" 8.75	75		
21	" 10.75	56		
3	" 10.25	07		
32	" 11.20	90		
96	" 11.75	2 82		
22	" 12.25	67		
63	" 12.75	2 00		
65	" 13.25	2 15		
61	" 13.75	3 06		
83	" 14.75	95		
25	" 15.25	13		
2	" 32.60	17		
29	" 8.20	59		
37	" 7.90	72		
42	" 7.60	1 75		
72	" 7.30	1 31		
4	" 7.15	07		
5	" 7.00	08		
52	" 6.85	85		
	Deduct 10 & 5 %	22 62		19 35
	Car. over			$2,615 20
62	Am't bro't over			2,615 20
23	bolts @ 6.70 per 100, less 75	38		
37	" 6.40	59		
3	" 6.10	15		
34	" 5.80	49		
4	5.65	05		
40	5.50	55		
47	5.35	63		
30	5.05	37		
37	4.90	45		
31	4.75	37		
72	4.60	82		
20	4.15	21		

8		4.00	86	
82		4.00	82	
97		4.00	97	
14		5.80	20	
64		5.66	89	
76		5.40	1 02	
74		5.20	96	
61		5.10	84	
113		5.00	1 41	
56		4.90	68	
85		4.80	1 02	
56		4.70	66	
74		4.60	84	
45		4.50	51	
71		4.40	78	
26		4.30	28	
24		4.20	25	
11		4.10	12	
28		4.00	25	
		Deduct 10 & 5%	18 42	15 75
		Car. over		$2,630 95
63		Am't bro't up		2,630 95
46	bolts,	3.90 per 100, less 75%	45	
5	"	3.80	05	
58	"	3.70	53	
26	"	3.60	18	
12	"	3.50	17	
52	"	3.30	43	
32	"	3.20	26	
60	"	3.10	47	
50	"	3.00	38	
118	"	3.30	98	
4	"	3.25	03	
162	"	3.21	1 29	
134	"	3.10	1 04	
93	"	3.05	68	
125	"	3.00	94	
26	"	2.95	21	
77	"	2.90	56	
94	"	2.85	72	
96	"	2.80	67	
4	"	2.75	03	
93	"	2.70	63	
17	"	2.65	11	
6	"	2.60	04	
7	"	2.50	05	
28	"	2.40	16	
		Deduct 10 & 5%	11 06	9 46
		Car. over		$2,610 41

64	Am't bro't over			2,640 41
	Fine bolts, less 75%.			
11	" @ 3.00		08	
108	" 2.90		78	
200	" 2.70		1 36	
200	" 2.20		1 10	
72	" 2.10		38	
18	" 2.05		09	
8	" 2.00		04	
112	" 1.95		55	
125	" 1.90		60	
254	" 1.40		1 12	
126	" 1.85		59	
179	" 2.15		97	
90	" 2.10		47	
239	" 2.15		1 22	
44	" 2.00		22	
68	" 1.95		33	
157	" 1.90		65	
112	" 1.90		54	
	Less 10 & 5%		11 09	9 50
83	stone bolts		$\frac{3}{4}$	62
119	claw "		2	2 38
80	" "		3	2 40
$2\frac{1}{4}$	" rivets		15	34
50	axle clips		$4\frac{1}{2}$	2 25
20	hinge hasps		10	20
6	lbs. old brass		7	42
10	p'r bolts		8	80
12	" "		7	84
8	" "		6	48
5	" "		7	35
7	" "		8	56
4	" "		$3\frac{1}{2}$	14
15	" "		3	45
	Car. over			$2,662 14
65	Am't bro't over			2,662 14
3	coal iron		1 00	3 00
1	spice box			65
1	" "			65
1	" "			75
24	razor strops		25	6 00
1	gr. gimlets			3 00
12	quilting clamps		5	60
24	dredge boxes		6	1 44
12	corn huskers		5	60
3	match safes		30	90
12	oil cans		8	96
60	chalk lines		4	2 40
60	" "		4	2 40
132	" "		3	3 96
3	doz. lamp wicks		6	1 80
9	" emery cloths		60	5 40

7	doz. emery cloths	30	2 10
52	sand papers	17	8 84
5	scythes	75	3 75
8	"	65	5 20
36	level glasses	3	1 08
15	bath brick	5	75
24	augur handles	3	72
16	stove "	3	48
40	" "	10	4 00
7	wash-boards	16	1 12
12	axes	1 00	12 00
12	"	1 00	12 00
42	lbs. rivets	15	6 30
25	"	6	1 30
	Car. over		$2,761 69
66	Am't bro't over		2,761 69
	20 lbs. rivets	5	1 00
6	lbs. washers	16	96
8	" "	14	1 12
40	" "	6	2 40
50	" wrought nails	$5\frac{1}{4}$	2 63
60	" " "	$5\frac{1}{2}$	3 18
100	" casing "	$4\frac{1}{2}$	4 50
8	" " "	$4\frac{1}{2}$	36
100	lbs. com. "	$3\frac{1}{2}$	3 50
$4\frac{1}{2}$	lbs. steel wedges	10	45
14	stove handles	5	70
20	fire shovels	10	2 00
11	" "	5	55
24	axes	1 00	24 00
1	pumps		1 70
1	"		1 70
2	"	1 90	3 80
2	corn cutters	30	60
1	coal carrier		50
5	" now	45	2 25
1	corn cutter		25
1	vice		2 00
1	clothes line reel		75
1	frying pan		30
10	" "	25	2 50
$6\frac{1}{2}$	brass kettles	45	2 92
1	scratch awl		40
2	" "	55	1 10
1	kettle		25
1	porcelain kettle		95
1	sprinkler		60
			$2,831 83
67	Am't bro't over		2,831 83
	75 lbs. white lead	$8\frac{3}{10}$	6 24
1	clothes-wringer		4 50
3	glue kettles	75	2 25

10	apple-corers	2	....	20
22	stove handles	5	....	1 10
8	fire-shovels	10	....	80
3	steak-hammers	20	....	60
8	plantation hoes	45	....	3 60
2	hammers	30	....	60
1	"			45
2	"	8	....	1 60
1	sledge			1 50
37	carpenters' pencils	2¼	....	83
2	nut-crackers	20	....	40
2	bench-hooks	50	....	1 00
3	pr. calipers	45	....	95
2	" "	35	....	70
2	" "	50	....	1 —
2	pliers	50	....	1 —
6	rules	40	...	2 40
4	"	65	....	2 60
3	"	55	....	1 65
4	"	13	....	42
15	"	12	....	1 80
2	"	50	....	1 00
29	pinking-irons	10	....	3 90
1	pr. pocket-tweezers			5
1	extension bit			75
1	hand-vice			1 50
2	brass plumb rules	25	....	50
	Car. over			$2,877 52
68	Am't bro't over			2,877 52
	1 stencil brush			15
1	carpenters' brace			1 50
1	pr. dividers			1 00
1	chalk line & rule			25
10	pocket levels	15	....	1 50
1	can-opener			20
1	saw-set			50
1	draw-shave			60
3	pale handles	25	....	75
1	bevel			55
1	extension bit			1 85
1	rubber door spring			25
3	braces	1 90	....	3 80
1	saw-set			25
2	pr. dividers	75	....	1 50
2	scythes	90	....	1 80
2	farmers' chisels	27	....	5 40
1	" "			34
2	" "	35	....	70
1	" "			44
1	" "			47
2	framing "	35	....	70
1	" "	40	....	40
1	" "			51
1	" "			57

1	framing chisels			90
2	bevels		50	1 00
2	try squares			44
1	" "			60
1	" "			50
1	" "			28
1	" "			35
	Over			$2,903 54
69	Am't bro't over			2,903 57
3	V. irons		15	45
4	counter links		25	1 00
4	brad-awl handles		5	20
1	pat. " "			25
1	buck saw			85
1	belt			25
1	"			30
1	"			34
1	"			35
1	"			40
1	"			42
1	"			55
1	"			64
1	"			74
1	cir. "			40
1	" "			50
1	" "			60
1	" "			75
1	" "			90
1	augur			25
1	"			38
1	"			40
1	"			42
1	"			50
1	"			60
1	"			85
1	"			68
1	"			75
	Car. over			$2,918 29
70	Am't bro't over			2,918 29
$9\frac{3}{4}$	ft. belting, 42 p'r ft			3 85
$11\frac{11}{12}$	" " 30		3 60	
37	" " 54		19 98	
$25\frac{1}{2}$	" " 90		22 95	
97	" " 12		11 64	
$68\frac{8}{12}$	" " 66		45 32	
84	" " 24		20 16	
111	" " 60		66 60	
327	" " 36		117 72	
17	" " 180		30 60	
	Deduct 45 & 5 %		342 42	178 89

	Second hand belting:			
7² ft.	"	90 pr. ft	6 75	
24 "	"	24	5 76	
2½ "	"	62	1 55	
	Deduct 45 & 5 %		14 06	
	½ costs		7 03	3 01
69 5/12 ft.	rubber belting,	29	23 68	
92 4/12 "	" "	36	24 00	
100 "	" "	30	30 00	
9 "	" "	43	3 87	
100 "	" "	34	34 00	
	Deduct 45 & 5 %		115 55	65 89
37 ft.	2d hand belt net p. ft.			7 40
9	corn knives		25	2 25
12 "	"		25	3 00
28	iron tea kettles		55	15 40
11	coffee mills		30	3 30
3 "	"		35	1 05
300 ft.	fuse		½	1 50
1	register			1 25
33	scythes		75 23	23 75
3	cradle scythes		85	2 55
1	wringer			8 00
3	circle saws		4 15	12 45
3 "	"		3 60	10 80
3 "	"		5 25	15 75
	Over			$3,271 73
71	Am't bro't up			3,271 73
2	fine circle saws		85	1 70
1	water tank			5 00
1 "	"			6 00
1	circular saw			12 00
1 "	"			10 50
1 "	"			9 00
2 "	"			15 00
9	tea kettles, @ 1.25		11 25	
1	pail		1	
13 "	25		3 25	
8	wash basins, 40		3 20	
13	tea pots, 50		6 50	
43	milk skimmers, 3		1 39	
21	cups, 10		2 10	
21	biscuit cutters, 10		2 10	
7	cups, 15		1 05	
13	scoops, 20		2 60	
1	poker,		1 75	
24	coffee pots, 50		12 00	
19 "	" 50		9 50	
3	tea " 25		75	
24	coffee " 50		12 00	
1 "	"		1 30	
22 "	" 60		13 20	

20	coffee pots,	65		13 00	
15	" "	65		9 75	
4	cups,	10		40	
16	dust pans,	2 5		4 00	
49	kettle covers,	20		9 80	
6	funnels,	10		60	
7	pans,	30		2 10	
2	"	40		80	
	Deduct 1— 50 %			123 09	61 55
	Over				$3,392 48
72	Am't bro't up				3,392 48
32	basins, @	25 c		5 75	
2	"	1 00		2	
30	cake basins,	20		6 00	
10	" pans,	25		2 50	
10	plates,	10		1 00	
24	tea pots,	65		15 60	
22	" "	65		14 30	
11	" "	40		4 40	
8	coffee pots,	65		5 20	
32	wash basins,	25		8 00	
11	" "	35		3 85	
8	" "	40		3 20	
15	" "	25		3 75	
24	pails,	35		8 40	
14	"	40		5 60	
6	"	40		2 40	
8	"	35		2 82	
15	"	40		5 60	
12	dinner,	75		9 00	
16	2 f't pails,	25		4 00	
19	1 " "	20		3 80	
6	dinner "	85		5 10	
3	5 f't "	40		1 20	
3	6 " "	65		1 95	
1	3 " "	35		35	
6	dish covers,	25		1 50	
28	pails,	35		9 80	
4	stew pans,	50		2 00	
4	" "	35		1 40	
19	oil cans,	60		11 40	
68	" "	35		23 84	
11	2 f't pails,	25		2 75	
28	steamers,	65		18 20	
7	funnels,	25		1 50	
	Deduct 50 %			198 17	99 08
					$3,491 56
73	Am't bro't over				3,491 56
6	funnels, @	20		1 20	
22	"	10		2 20	

3	funnels, @	05	15	....
4	1 gal. measure,	50	2 00	....
24	scoops,	40	9 60	....
4	"	15	60	....
14	q't measures,	35	4 90	....
18	" "	25	4 50	....
5	1 p't "	20	1 00	....
6	½ " "	10	60	....
66	dippers,	25	16 50	....
14	"	20	2 80	....
5	"	40	2 00	....
15	tea kettles,	1.25	18 75	....
14	steamers,	65	9 10	....
26	milk steamers,	40	10 40	....
11	oil cans,	35	3 85	....
9	1 gal. measure,	50	4 50	....
3	2 p't "	35	1 05	....
1	pail		65	....
1	gal. can		65	....
2	lanterns,	1.50	3 00	....
27	iron boilers,	2.25	60 75	....
18	" "	2.00	36 00	....
4	tin "	1.56	6 00	....
1	lard can		1 00	....
3	sprinklers,	85	2 55	....
4	"	65	2 60	....
4	"	65	2 60	....
9	5 gal. cans,	1.50	13 50	....
5	1 " "	85	4 25	....
7	slop buckets,	1.25	8 75	....
49	dippers,	20	9 80	....
44	wash basins,	10	4 40	....
70	2 q't "	20	1 40	....
62	3 p't "	15	9 30	....
	Deduct 50 %		263 90	131 95
				$3,623 51
74	Am't bro't up			3,623 51
	82 pie tins, @	15	12 30	....
2	pails,	75	1 50	....
32	milk pans,	20	6 40	....
5	dish pans,	50	2 50	....
3	milk pails,	75	2 25	....
12	" "	60	7 20	....
4	dusters,	75	3 00	....
19	pails,	50	9 50	....
11	"	75	8 25	....
2	dish pans,	50	1 00	....
3	" "	85	2 55	....
3	" "	1.25	3 75	....
3	" "	1.00	3 00	....
6	horns,	4.	1 50	....
2	stew pans,	45	90	....
1	" "	1.00	1 00	....
15	cake cutters,	10	1 50	....

1	ice cream freezer			1 75	
1	" " "			1 00	
13	dish pans,	85		11 05	
11	" "	60		6 60	
8	" "	50		4 00	
69	pie tins,	20		13 80	
16	egg beaters,	25		4 00	
3	pails,	50		1 50	
2	"	85		1 75	
9	tea kettles,	10		9	
12	" "	1.25		15 00	
120	cake cutters,	10		12 00	
50	" "	10		5 00	
6	q't measures,	25		1 50	
12	p't "	20		2 40	
	50 %			158 45	79 23
	Over				$3,702 74
75	Am't bro't over				3,702 74
4	knives			60	2 40
2	"			50	1 00
6	"			50	3 00
1	farrier knife				50
7	" "			55	3 85
6	" "			50	3 00
17	" "			60	10 20
13	" "			55	7 15
29	" "			85	24 65
5	" "			60	3 00
18	" "			40	7 20
8	" "			55	4 40
1	" "			45	1 80
1	" "				75
29	" "			12	3 48
4	drive wheel pts			1 80	7 20
6	" "			2 25	13 50
6	" "			2 60	15 62
1	" "				1 00
1	hand bell				60
1	basket				25
2	car bells			55	1 10
1	" "				35
17½	brass kettles			45	7 87
1	soup tureen				3 90
4	coal hods			65	2 60
2	copper boilers			3 75	7 50
1	" "				3 50
1	" "				2 25
2	meat saws			1 50	3 00
1	" "				1 60
1	" "				1 40
1	" "				1 30
1	" "				55

	Car. over			$3,854 21
76	Am't bro't over			3,854 21
2	buck saws	1 00	....	2 00
2	key-hole saws	35	....	70
39	wood saw blades	37½	....	14 62
1	meat "			55
3	scroll saws	20	....	60
8	" "	30	....	2 40
2	" "	35	....	70
1	" "			40
5	" "	50	....	2 50
2	hand saws	1 25	....	2 50
4	" "	75	....	3 00
3	" "	50	....	1 50
2	" "	1 00	....	2 00
4	" "	1 75	...	7 00
1	" "			70
11	" "	1 50	....	16 50
4	" "	1 50	....	6 00
1	" "			1 35
3	draw knives	1 00	....	3 00
5	" "	75	....	3 75
4	" "	65	....	2 60
5	" "	60	....	3 00
2	" "			1 10
1	box scrapers			50
1	lot sewing mach. fix			6 00
1	box fish hooks			1 50
10½	lbs. G. D. caps	36	....	3 78
1½	" wad pri'g	80	....	1 20
1 3/10	muskets	80	....	1 50
3	boxes	15	....	75
22	cartridges	30	....	6 60
½	"	80	....	40
88	gun nipples	4	....	5 52
	Over			$3,958 43
77	Am't bro't up			3,958 43
31	musket nippers	10	....	3 10
2	cabinet scrapers	10	....	20
8	tobacco boxes	5	....	40
2⅓	doz. lumber pencils	75	....	1 75
2	" whip crackers	25	....	50
1	tube wrench			20
9	gun cocks	85	....	5 85
36	main springs	11	....	4 23
25	flask "	7	....	1 75
9	gun hammers	10	....	90
1	" lot gum resin			50
3	stencil brushes	40	....	1 20
2	" "	25	....	50
1	" "			20
3	chalk lines & rules	25	....	75
71	pencil brushes	½	....	1 06

10	prs. anti-rotters	10	1 00
10	curling irons	30	3 00
1	" tongs	....	40
3	pr. fluting scissors	40	1 20
2½	doz. pocket mucilage	1 00	2 50
1¾	" silver polish	35	60
7	bottle varnish cleaves	20	1 40
½	beeswax	25	12
7	box stencil ink	25	1 75
2	duck-bill chisels	31	62
13	framing "	36	4 68
4	" "	42	1 68
4	" "	54	2 14
6	" "	60	3 60
3	" "	66	1 98
1	" "	....	72
12	augurs	25	4 00
8	"	31	2 48
6	"	43	2 58
5	"	50	2 50
7	"	60	4 20
	Car. over	....	$4,024 67
78	Am't bro't over	....	4,024 67
1	augur	....	70
2	"	85	1 70
3	butter knives	50	1 50
2	sugar spoons	50	1
3	" "	25	75
2	children's knives	25	50
2	whip sockets	40	80
17	spectacle cases	10	1 70
18	mustard spoons	3	54
2	razor strops	25	50
2	" "	18	3 60
12	" "	50	6 00
3	leather brushes	15	45
1	" "	....	10
1	" "	....	25
9	razors	1 00	9 00
1	hone	....	60
1	copper boiler	....	3 50
1	" "	....	2 00
2	tine bolts, @ 1.90	3 80	
1	2.00	2 00	
2	2.05	4 10	
1	1.90	1 90	
1	1.95	1 95	
1	2.10	2 10	
3	2.15	6 45	
1	2.20	6 20	
2	carriage bolts, @ 2.65	5 30	
2	" 2.70	5 40	
3	" 2.75	8 25	
2	" 2.80	5 60	

4	carriage bolts, @ 2.85			11 40	
3	" 2.90			8 70	
	Deduct 75, 10 & 5%			73 55	17 45
	Car. over				$4,077 31
79	Am't bro't over				4,077 31
4	carriage bolts, @ 2.95	per c		11 80	
2	" 3.00			6 00	
1	" 3.05			3 05	
3	" 3.10			9 30	
1	3.20			3 20	
1				3 10	
½	3.25			1 60	
1½	3.30			4 95	
1½	3.50			5 25	
½	3.70			1 85	
2	3.80			7 60	
2	3.90			7 80	
1				4	
½	4.10			2 05	
½	4.00			2 00	
1½	4.10			6 15	
1½	4.20			6 30	
3	4.30			12 90	
5	4.40			22 00	
½	4.60			2 30	
2½	4.70			11 75	
½	4.00			2 00	
½	5.00			2 50	
3	4.20			14 10	
3	5.00			15 00	
2½	4.80			12 00	
1½	4 00			6 00	
1	4.05			4 05	
3	4.00			12 00	
1½	4.75			7 13	
1	5 20			5 20	
½	4.45			2 22	
	Deduct 75, 10 & 5%			221 15	46 43
	Car. over				$4,123 74
80	Am't bro't up				4,123 74
1	carriage bolt, @ 4.75, 100			4 75	
2½	" " 5.50			13 25	
1	" " 5.81			5 81	
1				6 40	
1				7	
1				7 30	
1				7 60	
1				8 20	
2	7.90			15 80	
1				8 80	

1½	8.50		12 70	
2½	7.30		18 25	
2½	7.30		18 25	
1			8 75	
½	8.25		4 12	
½	10.25		5 12	
½	7.25		4 62	
"	9.75		4 87	
	11.75		5 87	
	12.25		6 12	
	10.75		5 37	
1	11.75		11 75	
1			14 75	
1			12 75	
½	13.25		6 63	
1½	11.75		17 62	
1			11 25	
1½	11.25		16 87	
1			15 25	
1			13 25	
1½	15.25		22 87	
½	17.25		8 62	
1½	19.25		28 87	
½	12.25		6 12	
	Deduct 75, 10 & 5%		362 55	85 26
	Car. over			$4,209 00

81	Am't bro't up			4,209 00
	1 ship augur			75
1	" "			85
1	carpenter's broad ax			1 60
3	cleavers	2 50		7 50
3	"	1 00		3 00
30	lbs. red lead	8¾		2 62
20	" flouring emery	6		1 20
8	lantern burners	13		1 04
7	lbs. twine	30		2 10
1¼	doz. stove rods, p'r doz	1 00		25
85	lbs. rivets	10		8 50
67	p's chalk	1		67
1½	lbs.	8		12
10	" glue	25		2 50
36	" borax	15		5 25
8	paint brushes	9		72
6	" "	20		1 20
7	" "	25		1 75
7	" "	35		2 45
5	" "	40		2 00
2	" "	50		1 00
6	" "	1 00		6 00
6	" "	15		90
1	" "			1 75
1	" "			1 50
3	" "	1 00		3 00

20	lbs. rottenstone	5	1 00
1	paint duster		40
1	cup		5
2	bath bowls	45	90
2	" "	10	20
3	wringer rolls	1 00	3 00
3	well wheels	55	1 65
1	basket		5
2	sewing machines, @	25 00	50 00
1	basket		40
	Car. over		$4,326 87
82	Am't bro't over		4,326 87
	95 lbs. hemp packing	25	23 75
27	springs	15	4 05
1½	p'r seat-springs	1 75	2 62
1	poker		75
4	bed springs	4	16
2	spade-handles	25	50
2	fork "	25	50
12	elbows	17	2 04
2	pails	15	30
1	wagon jack		75
10	reaper sections	12	1 20
1	peck measure		30
1	pump cylinder		2 75
4	wash boards	16	64
1	pump		10
4	stove grates	75	3 00
1	stove		35 00
1	"		16 50
1	"		10 50
1	"		15 00
1	"		18 00
1	"		13 00
1	"		14 00
1	"		17 50
1	"		34 00
1	"		20 00
1	"		21 00
1	"		29 00
2	" $28		56 00
1	"		22 00
1	"		10 00
1	"		13 50
1	"		11 50
	Car. over		$4,736 69
83	Am't bro't up		4,736 69
	6 j'ts pipe	25	1 50
1	lot thimbles, &c		3 00
6	r'd elbows	35	2 10
3	pat. fruit-canner'	1 25	3 75
2	iron ½ bushels	25	50

1	window snap		2
1	gun		3 50
1	"		5 00
1	"		10 00
1	"		10 00
1	"		4 50
1	"		5 00
1	"		6 00
1	"		12 60
1	powder flask		97
5	" "	40	2 00
1	" "		76
2	" "	97	1 94
6	" "	60	3 60
1	shot pouch		60
4	" "	25	1 00
105	saw-handles	25	26 25
25	lbs. powder	24	6 00
20	" "	20	2 40
	Car. over		$4,856 06
84	Am't bro't over		4,856 06
	7 plow wheels	75	5 25
7	" standards	75	5 25
8	cleavers	50	4 00
6	cutters	2 00	12 00
1	1-horse land-sides		60
4	1 " " "	75	3 00
6	"	75	4 50
2	"	60	1 20
17	plow slips	50	8 50
1	corn point	40	40
2	" "	40	80
6	" "	40	2 40
5	centre drafts	50	2 50
6	2-horse land sides	75	4 50
5	1 " " "	60	3 00
6	land "	75	4 50
6	drag teeth	5	30
25	2 H. points	50	12 50
7	" "	50	3 50
15	wing "	65	9 75
49	plow "	50	24 50
32	" "	50	16 00
2	mould-boards	2 50	7 50
1	standard land-side		2 00
			118 45
	Deduct 33⅓ %		39 48
	Net		78 97
			$4,930 03
85	Am't bro't up		4,930 03

20	lbs. rottenstone	5	1 00
1	paint duster		40
1	cup		5
2	bath bowls	45	90
2	" "	10	20
3	wringer rolls	1 00	3 00
3	well wheels	55	1 65
1	basket		5
2	sewing-machines, @	25 00	50 00
1	basket		40
	Car. over		$4,326 87
82	Am't bro't over		4,326 87
	95 lbs. hemp packing	25	23 75
27	springs	15	4 05
1½	p'r seat-springs	1 75	2 62
1	poker		75
4	bed springs	4	16
2	spade-handles	25	50
2	fork "	25	50
12	elbows	17	2 04
2	pails	15	30
1	wagon jack		75
10	reaper sections	12	1 20
1	peck measure		30
1	pump cylinder		2 75
4	wash boards	16	64
1	pump		10
4	stove grates	75	3 00
1	stove		35 00
1	"		16 50
1	"		10 50
1	"		15 00
1	"		18 00
1	"		13 00
1	"		14 00
1	"		17 50
1	"		34 00
1	"		20 00
1	"		21 00
1	"		29 00
2	" $28		56 00
1	"		22 00
1	"		10 00
1	"		13 50
1	"		11 50
	Car. over		$4,736 69
83	Am't bro't up		4,736 69
	6 j'ts pipe	25	1 50
1	lot thimbles, &c		3 00
6	r'd elbows	35	2 10
3	pat. fruit-canner'	1 25	3 75
2	iron ½ bushels	25	50

1	window snap		2
1	gun		3 50
1	"		5 00
1	"		10 00
1	"		10 00
1	"		4 50
1	"		5 00
1	"		6 00
1	"		12 00
1	powder flask		97
5	" "	40	2 00
1	" "		76
2	" "	97	1 94
6	" "	60	3 60
1	shot pouch		60
4	" "	25	1 00
105	saw-handles	25	26 25
25	lbs. powder	24	6 00
20	" "	20	2 40
	Car. over		$4,856 06
84	Am't bro't over		4,856 06
	7 plow wheels	75	5 25
7	" standards	75	5 25
8	cleavers	50	4 00
6	cutters	2 00	12 00
1	1-horse land-sides		60
4	1 " " "	75	3 00
6	"	75	4 50
2	"	60	1 20
17	plow slips	50	8 50
1	corn point	40	40
2	" "	40	80
6	" "	40	2 40
5	centre drafts	50	2 50
6	2-horse land sides	75	4 50
5	1 " " "	60	3 00
6	land "	75	4 50
6	drag teeth	5	30
25	2 H. points	50	12 50
7	" "	50	3 50
15	wing "	65	9 75
49	plow "	50	24 50
32	" "	50	16 00
2	mould-boards	2 50	7 50
1	standard land-side		2 00
			118 45
	Deduct 33⅓%		39 48
	Net		78 97
			$4,930 03
85	Am't bro't up		4,930 03

200	lbs. iron	10		2 00
4	shovel handles	12½		50
16	lbs. felly clips	10		1 60
10	batch plates	45		4 50
45	mal. iron clevises	10		4 50
11	seat iron	25		2 75
3	" backs	1 00		3 00
1	board seat			2 00
240	lbs. paint	3		7 20
58	" "	3		1 74
250	" "	3		7 50
185	lbs. chalk	2½		4 62
40	" lamp black	10		4 00
11	cabinet maker's clamp	25		2 75
1	" " "			40
6	rolling-pins	12½		75
4	horse cards	4		16
3	butter ladles	10		30
30	stove-pipe collars	6		1 80
4	" " "	5		20
1	potato masher			8
1	wash board			17
115	lbs. rope	13		14 95
85	j'ts pipe	12		10 20
32	" "	14		4 80
8	" "	10		80
14	" "	12		1 68
	Car. over			$5,014 66
86	Am't bro't up			5,014 66
	122 lbs. crow-bars 7	8 54		
3	2½ elbows 90	2 70		
3	2 " 50	1 50		
5	1¼ " 25	1 25		
5	1 " 17	85		
14	¾ " 12½	1 75		
3	½ " 9	27		
3	2 " 75	2 25		
9	1½ " 50	4 50		
6	" 35	2 10		
6	" 25	1 50		
12	¾ " 17	2 04		
6	½ " 17	1 02		
1	" " 9	9		
4	2½ coupling 55	2 20		
10	2 " 33	3 30		
11	1½ " 20	2 20		
19	1¼ " 20	3 80		
22	1 " 12	2 86		
23	⅞ " 10	2 30		
5	½ " 7	35		
9	¼ " 6	54		
1	½ R. B. 60	60		
3	1 " 25	75		
4	¾ " 16	64		

3	½	R. B.	12	.....		36	...	
		Deduct 50 %				50	26	25 13
		Car. over						$5,039 79
87		Am't bro't up						5,039 79
	3	2 in. Union coupling				3	30	
3	1½	" "		25	.....	1	95	
6	1	" "		40	.....	2	40	
2	¾	" "		33	.....		66	
1	½	" "			.....		27	
6	2	in. nipper "		28	.....	1	68	
5	1½	" "		20	.....	1	....	
6	1¼	" "		15	.....		90	
4	1	" "		11	.....		44	
5	¾	" "		9	.....		45	
3	½	" "		7	.....		21	
4	¼	Pelay's "		10	.....		40	
2	1	" "		8	.....		16 ...	
3	1½	" "		14	.....		42	
2	"	" "		22	.....		44	
3		" "		8	.....		24	
3	¾	" "		6	.....		18	
3	½	Bustby "		7	.....		21	
1	1½	" "		18	.....		18 ...	
2	2	" "		25	.....		50	
1		reducer			.....		12	
1	1¼	"			.....		20	
1	1	"			.....		14	
1	½	"			.....		28	
3	2	"		44	.....	1	32	
1	2	"			.....		40	
1	2½	"			.....		90	
10	1½	"		28	.....	2	80	
		50%				22	15	11 08
300	lbs.	H. bond iron	4½	.....				13 50
150	"	" "	5½	.....				8 25
		Car. over						$5,072 62
88		Am't bro't up						5,072 62
	2	gal. R. oil					61	1 22
23		" B. "					66....	15 18
28		" blk. "					40....	11 20
5		" drum "					60....	3 00
21		" Japan "				1	00....	21 00
21		" ex. coach varnish				2	00....	42 00
46		" " " "				1	50....	69 00
41		" furniture "				1	00....	41 00
8		" machine "					65....	5 20
1	pump cylinder							2 75
3	tops						50....	1 50
1	"							50
7	cylinder bands						50....	3 50

8	cylinder heads	35	2 80
143	lbs chain	8¾	12 50
415	" "	8¾	36 31
51	" 2d hand "	2	1 02
119	" pump chains	13	15 47
29	lbs. gal. sheet iron	11	3 19
138	" "	4½	6 21
131	" "	4½	5 89
133	" "	4½	5 98
120	" "	4½	5 40
107	" "	4½	4 82
39	lbs. basin "	17	6 63
220	" nut "	13	28 60
287	lbs lead	8	22 95
28	" solder	17	4 76
24	horn paker	75	18 00
16	old copper	10	1 60
8	p'k'g rivets	70	5 60
9	" "	60	5 40
7	" "	37	2 59
6	" "	46	2 76
2	" "	36	72
2	" "	32	64
	Car. over		$5,489 51
89	Am't bro't up		5,489 51
	2 p'k'g rivets	25	50
2	" "	23	46
2	" "	18	36
2	" "	70	1 40
3	" "	54	1 62
3	" "	47	1 31
2	" "	43	86
5	" "	38	1 90
2	" "	33	66
2	" "	28	56
2	" "	24	48
24	doz. kettle ears	16	32
40	" "	14	5 60
15	"	12	1 80
2	cans screws	20	40
12	" "	22	2 64
9	spouts	47	4 23
5	T pot handles	1 00	5
1	doz. " "		75
1¼	" can spouts	47	62
3	funnel spouts	25	75
2½	doz. can screws	25	62
3	T-pot spouts	5	15
1	doz. coffee spouts		4 50
6	" T-pot knobs	10	60
6	" can spouts	9	54
¼	" cap rivets per lb	60	15
6	pail covers	5	30
2½	candle mould patterns	25	62

105	stove bolts	1	1 05
4	pail covers	75	3 00
2	" "	80	1 60
1	doz. T-pot breasts		28
3½	" " "	25	87
	Car. over		$5,536 01
90	Am't bro't up		5,536 01
	1½ doz. pail covers	28	42
64	lb. cap rivets	31	19 84
16	doz. pail covers	20	3 20
"	" " "	35	5 60
13	tea kettle breasts	7	91
8	doz. steamer bottoms	70	5 60
3	" " "	80	2 40
3	" " covers	75	2 25
1	box tin		11 50
½	" "		4 00
½	doz. T-kettle breasts	1 00	50
1½	" " "	85	1 27
2⅓	" " "	75	1 75
5	boiler covers, ea'	20	1 00
18	" plansite copper, p'r lb	38	4 84
5	" old "	10	50
5	" solder	17	85
1	pan and boiler handles	10	10
1	resin mill		30
2	⅜ rivets, p'r lb	15	30
2	" resin	2½	5
1	screw plate		2 00
113	stove ornaments	8	15 44
36	6-in. damper	10	3 60
5	5" "	8	40
195	" wire	8	15 60
1	buck saw	75	75
1	hand "		75
1	fine hone		20
8	f't ears trowel & condenser		32
	Car. over		$5,642 25
91	Am't bro't up		5,642 25
	48 p'r B. D. wheels	50	24 50
36	" " "	60	21 60
1¾	set axles	3 75	4 69
2½	" "	4 50	11 25
2	" "	6 00	12 00
1	" "		8 00
1	" "		10 00
280	" "	6	16 80
3	scythe smoothers	40	1 20
7	brush "	60	4 20
1	cradle "	65	65
96	fork handles	10	9 60
6	spade "	18	1 08

12	hoe handles	5	60
1	stove		14 00
13	pitch forks	50	6 50
3	" "	60	1 80
6	" "	40	2 40
5	" "	80	4 00
21	hoes	50	10 50
12	"	40	4 80
2	"	45	90
9	"	30	2 70
8	garden rakes	35	2 80
10	manure forks	75	7 50
1	" "		65
9	spades	80	7 20
10	"	73	7 30
5	"	75	3 75
9	brooms	20	1 80
63	¼ wire	8	5 04
63	" "	7	4 41
12	bush scythe smoothers	60	7 20
9	scuffle hoes	60	5 40
10	manure "	85	8 50
10	" "	75 ...	10 50
1	spade		80
10	shovels	1 00	10 00
			$5,898 37
92	Am't bro't over		5,898 37
	24 shovels	85	20 40
2	"	65	1 30
13	scoops	1 10	14 30
1	scraper	....	9 00
1	buggy pole	....	40
3	pumps	5 50	16 50
99½	ft. x-cut saws	40	39 80
8	" " "	35	2 80
2	drag saws	5 50	11
20	ft. x-cut saws	1 00	20 00
48½	" mill saws	1 75	84 87
30	" iron	4	1 20
137	" stake iron	4	48
551	" H. shoe "	4½	23 66
335	" iron	2½	8 37
150	" "	2¾	4 12
135	" spring & plow steel	9	13 15
120	" cast steel	14	16 80
10	" Swede iron	6	60
31	" bevel E. "	7	2 17
98½	" oval "	3	2 96
168	" " "	4	6 72
10	" cast steel	14	1 40
236	" ½ in. rel. iron	3½	8 26
110	" " "	4	4 40
24	" Boon & Caff.	33	7 92
10	hand sleds	1 00	10

1	wood saw		75		3 75
7	spading forks		70		4 90
1	screw clamp				50
11	" "		35		3 85
12	ash pails		45		5 40
45	market baskets		8		3 60
9	well buckets		75		6 75
10	fire pokers		75		7 50
3	barley forks		80		2 40
					$6,269 60
93	Am't bro't up				6,269 60
	50 bed springs		4		2 00
5	neck yokes		1 50		7 50
2	whiffletrees		75		1 50
3	box glass 10-16 @ $10		30 00		
1	" " 10-14	8.25	8 25		
3	" " 10-12	8.25	24 75		
3	" " 9-12	8.75	24 75		
2	" " 9-13	8.75	16 50		
3	" " 9-15	8.75	26 25		
3	" " 9-14	8.75	26 25		
3	" " 8-12	8.25	24 75		
3	" " 8-14	8.75	26 25		
11	" " 8-10	7.73	85 25		
1	" " 9-18		10		
5	lights " 18-35	1.27	6 35		
5	" " 16-24	58	2 90		
	Deduct 75 & 10%		312 25		210 78
28	lb. paint		3		
187	" resin		2½		
220	" pans white		43		
20	" ochre		8		
1	oil can				3
1	box				25
512	" wall paper		4		
277	" "		4		
131	carpet		3½		
3	wringers		5		
475	tarred paper		3½		
	Car. over				$6,494 63
94	Am't bro't over				6,494 63
	14 lbs. wire, pr. lb		8		1 12
7	ventilator heads, ea		15		1 05
3	riveting hammers		38		1 14
3	setting "		1 20		3 60
2	large "		75		1 50
3	razing "				3 20
1	bl'ksmith "				50
1	set solid burch and chisel				72
1	rivet set				76
1	" "				63

1	rivet set			50
2	" "	37		75
1	groover			75
1	"			63
1	"			37
1	pr. snips			2 00
1	" cutting plyers			1 25
1	" " "			1 50
1	" snips			2 50
1	" dividers			65
1	" "			30
1	" "			1 50
1	hand vice			50
1	screw driver			20
1	" "			30
1	drawing knife			15
1	scratch awl			15
1	" "			7
1	" "			25
1	wrench			50
4	mallets	6		24
1	set hollow punch			5 50
	Deduct 50%			34 78
	Net			17 39
	Total footing			$6,512 02
95	Amount bro't up			6,512 02
	1 clock	2 50		
1	square	1 25		
13	⅋ soldering, copper	35		
1	folding machine	20		
1	grooving "	13 50		
1	wiring "	10 75		
1	setting down "	8 50		
1	turning "	8 75		
1	braiding "	20 25		
3	burring "	7 75		
1	forming "	19 09		
1	folding "	12 00		
1	gutter beveler	4 00		
1	drill	3 50		
1	pr. shears	8 00		
1	" "	6 00		
1	" "	5 00		
1	sq'r cargendy	5 00		
1	" " turn	2 50		
1	beak horn slaker	15 00		
1	blow " "	5 00		
1	creasing "	4 00		
1	square star	3 00		
1	candle mould	2 75		
1	needle case	2 25		
1	double seamer	9 00		

1	conductor	6 00		
1	creasing	4 50		
1	T kettle machine	15 25		
1	hatchet	4 25		
1	square	1 25		
1	stove pipe mach	5 00		
1	vice	5 50		
1	furnace	26 00		
1	stove	10		
	Deduct 50 %	277 50		138 75
	Car' over			$6,650 77
96	Bro't over			$6,650 77
4	tin bands	2 50		
1	" "			2 00
1	pipe-fitting mach			10 00
4	chandeliers	5 00		20 00
3	bracket lamps	1 00		3 00
1	chain "			3 00
1	safe			174 00
1	stove and pipe			15 00
1	mirror			1
1	money drawer			2 50
1	clock			6 00
1	water tank			2 00
1	whip rack			2 50
5	show cases			50 00
1	scales			5 00
2	"			8 00
1	"			35 00
1	stove			4
3	powder cans	30		90
45	lb. sash cord	20		9 00
250	doors	1 25		312 50
2	9-16 windows	50		1 00
4	9-12 "	28		1 12
5	gr's lin. tape	20		1 00
2	buckets	20		40
1	stove			40
1	"			11
1	"			25
1	"			22
1	"			7
2	pumps	4		8
6	"	1 50		9
5	"	2 50		12 50
	Car' over			$7,464 19
97	Am't bro't up			7,464 19
1	pump			3 75
50	f't tubing per f't	5		2 50
10	" "	5		50

1	pump			15
3	buggy poles	40		1 20
60	f't 1½ in. pipe	11		6 60
50	" 2½ " "	46		23
1	hickory shaft			30
5	kegs 6 in. casing nails	45		2 26
6	" 40 spikes	3 25		19 50
1	" 60 "			3 25
50	gal. s. varnish	1 65		82 50
49	" japan	90		44 10
48	" R. oil	61		29 28
400	lbs putty	3½		14 00
1	cider mill			25 00
20	gal. black oil	30		6 00
1	grindstone hanger			3 00
3	plows	5 75		17 25
1	shovel-plow	3 25		3 25
20	⅜ sheet-iron	5		1 0
500	lbs. rope	1½		7 50
1	scales			10
2	pr. trucks	2 50		5 00
1	stove			4 75
1	"			5 00
2	"	4		8 00
1	"	5		4 50
2	"	5		10 00
5	"	10		50
1	"			13
1	"			9 50
1	"			11
1	"			10
	Car' over			$7,915 67
98	Am't bro't over			7,915 67
4	stoves	$13		52 00
3	"	11		33 00
1	"			11 00
1				13 00
1				15 00
1				13 50
1				15 50
1				3 50
1				4 50
1				3 00
1				4 00
2		7		14 00
3		8		24 00
28	set sorrell felley	1 00		28 00
1	plow			6 00
1	"			4 25
1	"			4
2	"	5 75		11 50
1	"			6
2	"	10 50		21 00
1	scraper	5 50		5 50
5	plow beams	2 32		11 60

4	cutting boxes	8		32 00
5	D. shovels	3		15 00
1	"	....		4 00
1	"	....		4 00
1	mould b. and beam	....		1 00
10	plow p'ts	25		2 50
4	set bob. stuff	3 00		3 00
24	p'r shafts	40		9 60
18	poles	40		7 20
4	doz. fork handles	25		1 00
21	stoves	4		84 00
4	D. snow shovels	4		16 00
25	p'r blinds	1 00		25 00
	Car' over			$8,423 82
99	Bro't over			8,423 82
	2 set blinds	50		1 00
2	oil cans	2 50		5 00
42	set felleys	85		35 70
23	9-16 sash @ 1 05	23 15		
6	12-18 " 1 05	6 30		
24	9-13 " 98	23 52		
27	10-16 " 1 05	27 32		
14	9-10 " 98	13 72		
15	8-14 " 98	14 70		
16	8-12 " 85	11 16		
12	10-12 " 57	6 84		
14	9-15 " 75	10 50		
31	10-12 " 57	19 95		
7½	9-15 " 75	5 62		
18	9-12 " 2 10	12 60		
		185 67		88 12
22	p's bent stuff	10		2 20
140	gal. iron	9½		13 30
100	" case sheet	4½		4 50
1000	stove castings	74		7 50
200	box' charcoal	10		4 00
1	30 ft. ex. ladder	2 00		2 00
½	" "	2 50		2 50
1	" " "			
½	ton grindstone			18 00
	Car' over			$8,607 64
100	Am't bro't up			8,607 64
	1 cider mill			15 00
18	chain pump reels	75		13 50
12	" " curbs	75		9 00
200	f't pipe	4½		9 00
15	" "	4½		77
50	lb. borax	15		7 50
15	ox bows	25		3 75
18	buck saws	90		16 20
57	pots	47		26 79

1	kettle	30		30
1	"	36		36
1	"	41		41
16	pots	52		8 32
12	horn pokes	75		9 00
1	extension ladder			4 00
1	step "			2 20
24	rakes	15		3 60
6	"	11		66
9	lbs. old brass	6		50
7	" " copper	10		75
12	f't ¼ pipe 6	72		
8	" " 6	48		
80	" ½ " 6	4 80		
200	" ¾ " 8	16 00		
43	" 1 " 11	4 73		
85	" 1¼ " 18	15 30		
40	" 1¼ " 67	26 80		
54	" 1½ " 22	11 88		
6	" 1 " 18	1 08		
	Deduct 40 %	81 79		49 08
	Car' over			$8,788 36
101	Am't bro't up			8,788 36
	19 elbows	15		2 85
10	elbows	17		1 70
1	boiler	1 00		1 00
1	iron pan			50
20	turner mallets	5		1 00
36	scythe stones	5		1 80
10	p'k'g's stove blacking	10		1 00
15	can wax	3		45
24	washboards	16		3 84
3	baskets	45		1 35
1	"			25
3½	set 3 canes	1 60		2 40
2	" "	3 00		6
300	lbs. horse shoes	4⅞		14 62
25	shingle bands	5		1 00
5	set axles	3 75		18 75
20	lbs. cotton caulking	20		4 00
1	lot earth closet fix			3 00
2	bread boards	15		30
2	½ bush. measures	30		60
2	pecks	20		40
8	doz. ax handles	3 00		24 00
2	" mattocks	2 00		4 00
48	mallets	25		12 00
6	ax handles	25		1 50
3	doz. saw frame'	12½		37
6	adz handles	25		4 00
26	shovels	25		6 50
20	mauls	15		3 00
14	winds. 65	9 10		

10	winds	1 75	17 50	
3	"	1 25	3 75	
3	"	85	2 55	
9	"	55	4 95	
			37 85	18 00
33	lbs. wrapping twine		14	2 62
120	stone castings		9	10 80
				$8,941 96
	Deduct for error in footing "glass"			132 00
	On original inventory			8,809 96
	Deduct 3 guns and 19 pocket knives missing			39 50
				$8,870 46

JUNIUS H. HATCH,
GEO. W. PLATT, JR.,
Appraisers.

102 STATE OF MICHIGAN,
County of Berrien, ss:

By virtue of the within writ, I have this day replevied and delivered to the plaintiff within named the goods and chattels specified as I am within commanded, and I have also this day summoned the within defendant to appear according to the exigency of said writ, by delivering to said defendant, personally, a certified copy of said writ, and I have taken a bond of the plaintiff and his sureties in double the amount of the appraised value of the goods and chattels, signed by James M. Wood as principal, and James H. Burr, Andrew D. Simmons, Wm. T. Steele, and Day & Steel, as sureties, all of Gloversville, in the State of New York.

Dated Oct. 19th, A. D. 1875.

A. R. CHARLES,
Coroner.

103 STATE OF MICHIGAN,
County of Berrien, ss:

I, David E. Hinman, clerk of the circuit court for the county of Berrien, do hereby certify that the within and foregoing are true copies of all the papers on file, and of all rules and orders of record in said cause in said court; that I have compared the same with the originals, and that they are a true transcript therefrom and the whole thereof.

In witness whereof I have hereunto set my hand and the seal of said court, at Berrien Springs, in said county, this 17th day of March, A. D. 1876.

[L. S.] DAVID E. HINMAN, *Clerk.*

(Indorsed:) Circuit court of the United States, west. dist. Mich. James M. Wood vs. Joseph W. Weimer. Transcript from Berrien circuit. Filed April 20, 1876. Chester B. Hinsdill, clerk. George S. Clapp, att'y for pl't't.

104 UNITED STATES OF AMERICA:

In the circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

In this cause the parties by their respective attorneys stipulate as follows:

That during the whole of the year 1875, Joseph W. Weimer, the defendant in this suit, was and still is the sheriff of the county of Berrien, in said district.

That on the 12th day of July, A. D. 1875, out of the circuit court for the county of Berrien, in said district, were duly issued by David E. Hinman, clerk of said court, and under the seal thereof, nine original writs of attachment, each of said writs naming Charles Stewart, as defendant, and the plaintiffs in said writs respectively being named as follows, to wit:

In one writ, Hull Clark, James C. Wilson, and John E. Byrne, copartners under the firm name of Clark, Wilson & Co.

105 In the 2d writ the plaintiffs are James C. Wilson, William K. Wilson, Henry L. Butler, jr., and Albert Ferguson, copartners, under the firm name of J. Clark Wilson & Co.

In the 3d writ the plaintiffs are William H. Shoenberger, Thomas S. Blair, Elias R. Fitzhugh, John Z. Speer, Gotlieb A. Steiner, Peter Shoenberger, George K. Shoenberger and John H. Shoenberger, copartners, under the firm name of Shoenberger & Co.

In the 4th writ the plaintiffs are John C. Friedman and Charles R. Lauterjung, copartners, under the firm name of Friedman & Lauterjung.

In the 5th writ the plaintiffs are Henry Sears, Edmund B. Sears, and Edward W. Beattie, copartners, under the firm name of Henry Sears & Co.

In the 6th writ the plaintiffs are Sherman S. Jewett, Francis H. Root, and Josiah Jewett, copartners, under the firm name of Jewett & Root.

In the 7th writ the plaintiff is Heman Baldwin.

106 In the 8th writ the plaintiff is The Page Belting Company, a corporation duly organized under the laws of the State of New Hampshire.

In the 9th writ the plaintiff is George K. Hopkins.

Each of said writs was made returnable on the 3d day of August, 1875.

On the 15th day of July, 1875, the said sheriff, by virtue of said writs and each of them, attached the goods, wares, and merchandise afterwards replevied in this suit, and mentioned in the plaintiff's declaration.

Each of said writs of attachment were duly personally served on said Charles Stewart.

In all the suits wherein said writs issued, declarations were duly filed and served, and the said Charles Stewart, by Geo. S. Clapp, his attorney in each of said suits, appeared and plead the general issue, and each of said suits came on to be tried before said circuit court for Berrien County, at the January term thereof, 1876, on the 8th day of Feb'y, and in each of said suits judgment was rendered and entered in each of

107 said suits against the said Charles Stewart, and in favor of the plaintiff, as follows, to wit:

In favor of said Clark, Wilson & Co. for	1,721 93
In favor of said J. Clark Wilson & Co. for	1,074 86
In favor of said Shoenberger & Co. for	866 71
In favor of said Friedman & Lauterjung	134 97
In favor of said Henry Sears & Co	111 90
In favor of said Jewett & Root for	909 43
In favor of Heman Baldwin for	1,744 22
In favor of The Page Belting Co. for	321 58
In favor of Geo. K. Hopkins	320 17
	$7,205 77
In each case costs were awarded by judgment, and taxed in the aggregate for all the cases for the plaintiffs at	396 00
Making a total of	$7,601 77

108 And that each of the claims on which the judgments aforesaid were taken were due and owing at the time the mortgage was given by Stewart to Wood.

On the 19th day of October, 1875, at St. Joseph, in said county of Berrien, the said sheriff was in possession of the aforesaid goods, wares, and merchandise and personal property by virtue of the aforesaid writs of attachment, and the same were on said day taken from his possession by virtue of the writ of replevin in this cause, and delivered to the plaintiff, and at the date of the aforesaid writs of attachment, and thenceforth to the date of the aforesaid writ of replevin, the goods, wares and merchandise, and property replevied in this suit were of the value of $8,870.46, the said sum being the value found by the appraisers in this suit.

And it is further stipulated that at the date of the aforesaid writs the aforesaid plaintiffs, named as copartners, were copartners, and form'd the respective copartnerships as aforesaid; also that to each of said writs of attachment was duly annexed the affidavit required by the statute in
109 such case made and provided, and that to each of said writs said sheriff made due return, showing that he had attached said property as aforesaid, and had duly caused the same to be appraised according to law; also, that each of said judgments remains in full force wholly unsatisfied, unreserved, and unimpaired, except so far as may result from the attachment proceedings aforesaid; also that this stipulation may be read in evidence in said cause subject to any objection that the plaintiff might make for irrelevancy if the testimony were offered to be produced in the usual manner. Each affidavit and writ aforesaid duly specified as due the sum which, with interest from July 12th, 1875, made the sum for which judgment was rendered in the case wherein such writ was issued.

Dated May 31st, 1876.

N. A. HAMILTON,
Att'y for Defendant.
GEO. S. CLAPP,
Att'y for Pl'ff.

Stipulation filed June 9, 1876. Chester B. Hinsdill, clerk.

110 UNITED STATES OF AMERICA:

In the circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

Now comes said defendant, by N. A. Hamilton and E. Bacon, his attorneys, and says that if, on the trial of this cause, he shall be found entitled to a return of the property replevied, or to have any judgment in his favor, he elects to take judgment for the value of the property replevied, or for such part of such value as he may on said trial be duly found entitled to have, and that due assessment may be had in his favor.

N. A. HAMILTON AND
E. BACON,
Atty's for Def't.

(Indorsed:) In the district court of the United States, western district of Michigan. James M. Wood vs. Joseph W. Weimer, defendants. Election to take value instead of return. Filed June 9, 1876. Chester B. Hinsdill, clerk. N. A. Hamilton and E. Bacon, atty's for def't.

111 The circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

In this cause the court is requested to charge the jury as follows, to wit:

1. If the jury find from the evidence that the chattel mortgage offered in evidence in this cause was made by Charles Stewart with intent to hinder, delay, or defraud his creditors, then that the same is void as against such creditors. (2 C. L., 1460.)

2. That in deciding whether or not the mortgage in question was fraudulent and void as against the creditors of the said Charles Stewart, it is the duty of the jury to consider all the circumstances of the case, the situation and condition of the parties thereto, the declarations of the mortgagor while in the actual possession of the goods, and the fact, if such the jury find from the evidence, that he held himself out as the ostensible owner thereof. (Bump. on Fraud. Con. 541.)

112 3. If the jury find from the evidence that the mortgage in question was not followed by an actual change of possession, then the same is presumed to be fraudulent and void as against the creditors of the said Charles Stewart, and such fact, if such the jury find, is conclusive evidence of fraud, unless it be made to appear to the jury by affirmative proof on the part of the plaintiff that such mortgage was made in good faith and without intent to defraud the creditors of the said Stewart. (2 C. L., 1457, sec. 4703.)

A. If the jury find that at the commencement of this suit the defendant, being sheriff of Berrien County, in this district, was holding the goods mentioned in the declaration by virtue of the writs of attachment appearing in evidence while the suits in which said writs issued were regularly proceeding to judgments which have been duly obtained since

the commencement of this suit, and that the plaintiff's only right of action in this case is by virtue of the chattel mortgage appearing in evidence, then the plaintiff cannot recover.

113 B. The chattel mortgage offered in evidence is void as against the defendant in this case, if said mortgage was made and taken with actual fraudulent intent to hinder and delay creditors of Charles Stewart, no matter how valuable or fair was the consideration of said mortgage. And said mortgage is likewise void as against the defendant, if constructive fraud against creditors entered into the arrangements between the parties to said mortgage for the continued selling of the goods therein mentioned. (6 Wallace, p. 79 & p. 312)

C. If the jury find that, during the time between the date of the chattel mortgage and the seizure of the stock of goods under the attachments, the plaintiff Wood knew or ought to have known from the facts within his knowledge, that Charles Stewart was selling the goods for his own benefit, and that the plaintiff had authorized said Stewart to continue selling said goods in the usual course of business during said time, and yet took no measures, and did nothing to prevent said

114 Stewart from selling the goods for his, Stewart's, own benefit, then the jury are at liberty to find from these facts that the chattel mortgage is fraudulent, and void in this case.

D. If the jury find that the arrangement between Wood and Stewart after the chattel mortgage was such that Wood consented that Stewart might continue selling the goods for his own benefit, and that such selling continued till the seizure under the attachments, then the chattel mortgage is rendered fraudulent in law, and the jury are at liberty to infer such consent from actions and conduct. (11 Wallace, p. 394.)

E. No restruction by mere words on Stewart's selling the goods was binding if contemporaneous with the chattel mortgage. The plaintiff was bound to know this, and cannot in this action avail himself of any such restriction not in writing. (4 Black, p. 426: 8 Mich., 66; 3 Met. Mass., 117.)

F. The attaching creditors were not bound to search beyond

115 the mortgage on file to ascertain whether or not Charles Stewart was selling the goods under legal restrictions or stipulations. (10 Mich., 508; 29 Mich., 162.)

G. If the jury find that the alleged verbal restrictions on Stewart as to selling the goods after the chattel mortgage were uncertain in terms, vague in meaning, unaccompanied by any reasonable covenant for accounting, and never followed by any reasonable effort for enforcement on the part of the plaintiff, and did permit Stewart to pay for his own benefit whatever was meant by running expenses, then no such alleged verbal restrictions are of any avail to the plaintiff in this action. (22 Wallace, p. 524.)

H. If the jury find that from May 25th to July 15th, 1875, Charles Stewart continued to sell the goods as he had been doing prior to May 25, 1875, and this without interference from the plaintiff, and that during said time after May 25, 1875, the plaintiff knew that said Stewart was selling said goods as he pleased, these facts are strong evidence

116 to show that the chattel mortgage is fraudulent as against the attaching creditors.

I. If the jury find that the arrangement between Stewart and Wood was in effect that Stewart might, after the chattel mortage, continue selling the goods for his own benefit, such an arragement was fraudulent in law, and vitiates the mortgage, however fair its consideration,

and however pure the intentions of Wood may have been in fact. (9 N. Y. Rep., p. 216; 4 N. Y. Rep., p. 587; 51 Ill., p. 354.)

K. If the jury find that from May 25th to July 15th, A. D. 1875, Charles Stewart continued selling the goods at his store for his own benefit, and that the plaintiff knew said Charles Stewart was selling goods at said store as he pleased, then no alleged verbal restrictions on said Stewart as to what he was to do with the proceeds of such sales can avail the plaintiff anything without strict proof of an express agreement by Stewart that the proceeds of all sales should be applied on the chattel mortgage debt, and that such agreement was definite, and bound Stewart duly to account and was enforcible by legal proceedings, and was untainted by actual or constructive fraud, and that the plaintiff did not unreasonably neglect its enforcement.

117

L. If the jury find that the alleged verbal agreement restricting Stewart as to what he was to do with the proceeds of sales at his store after May 25, 1875, did allow him first to pay out of such proceeds whatever was reasonably meant by "running expenses," then such agreement was in law fraudulent as against the attaching creditors and the defendant in this case.

M. If the jury find that when the chattel mortgage was given Wood entered into a secret verbal arrangement with Stewart, consisting of two parts, one being that Stewart might continue to sell the goods mentioned in the declaration as he pleased, the other being that the proceeds of sales should, after deducting "running expenses," be applied on the alleged chattel mortgage debt, the jury are instructed that the first part of said verbal arrangement was fraudulent in law, and that the second part thereof cannot avail the plaintiff anything to maintain this action.

118

N. A. HAMILTON,
EDWARD BACON,
For Defendants.

(Indorsed:) United States of America. In the circuit court of the United States for the sixth circuit and western district of Michigan. James M. Wood vs. Joseph W. Weimer. Defendants' requests. Filed June 13, '76. Chester B. Hinsdill, clerk.

119 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids, on the 9 day of June, in the year of our Lord one thousand eight hundred and seventy-six, and of the Independence of the United States of America the one hundredth, present, the honorable Solomon L. Withey, district judge, among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

This cause having been called for trial the following jury were called and sworn, to wit: Lyman T King, C. B. Peck, A. B. Slawson, Horton Crandall, Jesse Stone, Legrand Whitcomb, George C. Nelson, B. M. Stowe, A. C. Smith, Robert Thompson, John Hamlin, and R. E.

Mathews, who sat together in the jury box and heard the evidence this day adduced.

120 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids on the 10 day of June, in the year of our Lord one thousand eight hundred and seventy-six, and of the Independence of the United States of America the one hundredth, present the honorable Solomon L. Withey, district judge, among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

The jury heretofore empanneled in this cause sat together in the jury box, and heard the evidence this day adduced.

121 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids on the 13 day of June, in the year of our Lord one thousand eight hundred and seventy-six, and of the Independence of the United States of America the one hundredth—present the honorable Solomon L. Withey, district judge—among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

The jury heretofore empanneled in this cause sat together in the jury box, and heard the evidence this day adduced, and after listening to the arguments of counsel and the charge of the court, retired in charge of an officer of the court sworn to attend them, and after being absent for a time return into court and say, upon their oaths, that the defendant did unlawfully detain the goods and chattels as the plaintiff in his declaration in this cause has alleged, and assess the damages of the plaintiff at the sum of one hundred eighty-two dollars and twenty-five cents, over and above his costs and charges. It is therefore considered by the court that the said plaintiff do recover against the said defendant the said sum so assessed, together with his costs and charges to be taxed, and that he have execution thereof.

On application it is ordered that defendant have twenty days
122 in which to move for a new trial, and to prepare bill of exceptions, and take such steps as counsel may advise, and that all proceedings be stayed in the meantime except as to taxation of costs.

123 UNITED STATES OF AMERICA:

In the circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

Now comes said defendant, Joseph W. Weimer, by W. A. Hamilton and Edward Bacon, his attorney, and moves the court to set aside the verdict of the jury in the case heretofore rendered and to grant a new trial, for the following reasons, to wit:

First. Because the said verdict is contrary to the evidence.

Second. The said verdict is contrary to law.

Third. That the evidence in this cause, without conflict of testimony, disclosed a secret trust in favor of the mortgagor, Charles Stewart, and agreed to by the mortgag*or*, James M. Wood, and the verdict of said jury was contrary to the charge and instruction of the court, in this, to wit, that the said court charged and instructed said jury that if they found there was a secret trust in favor of the mortgagor agreed to

124 by the mortgagee their verdict should be for the defendant.

Fourth. That the evidence in this cause, without conflict of testimony, disclosed a secret trust in favor of the mortgagor, Charles Stewart, and agreed to by the mortgagee, James M. Wood, to the effect that the said Stewart might, after the date of the chattel mortgage, continue to sell the goods described in the mortgage, and the verdict of the jury was contrary to the charge and instruction of the court in this, to wit, that the said court charged and instructed said jury that if they found there was a secret trust in favor of said mortgagor agreed to by said mortgagee, their verdict should be for the defendant.

Fifth. That the evidence in this case shows, without conflict, that the plaintiff entered into a private arrangement with Charles Stewart, which was fraudulent in law and vitiates the chattel mortgage on which depends the plaintiff's right of action.

Sixth. That the court erred in overruling the defendant's objection to the admission of the note originally given to Elizabeth Stewart, and in allowing it to be used in evidence without any evidence that the plaintiff had any title thereto.

125 Seventh. That the court erred severally in refusing each and every separate request by the defendant for instructions to the jury, and especially did the court so severally err in refusing those of said requests which are designated as follows: A, D, F, G, I, K, L, M, also 1, 2, 3.

Eighth. That the court erred in charging the jury that if the chattel mortgage was not bad by reason of actual fraud, the property described in such mortgage could not be legally taken and held under the attachments appearing in evidence.

Ninth. The court erred in excluding the evidence offered by the defendant as to value of the parcels of land near St. Joseph, mentioned in the evidence as the Stewart-fruit farm and the Reynolds farm.

Tenth. The chattel mortgage offered in evidence is, under the decis-

ion of the Supreme Court of the United States, in law fraudulent and void.

Dated June 14th, A. D. 1876.

N. A. HAMILTON AND EDWARD BACON,
Defendant's Attorneys.

WM. L. STOUGHTON,
Of Counsel.

Motion for new trial.

126 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids, on the 17 day of November, in the year of our Lord one thousand eight hundred and seventy-six, and of the Independence of the United States of America the one hundred and first—present, the honorable Solomon L. Withey, district judge—among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

In this cause a motion having heretofore been made for a new trial, and the court having heard the arguments of counsel and due deliberation had thereon, ordered that the verdict heretofore rendered in this cause be vacated, set aside and held for naught.

127 The circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

JUNE 12, 1877.

In this cause it is stipulated by the parties and their counsel respectively as follows:

They agree to waive trial of this cause by jury at this term and agree that this cause may be tried and submitted to the judge for decision some time in July, or after the trials by jury have been concluded, which judge may hear and determine the issues therein with the same force and effect as if said cause were tried by a jury before the court. Such submission shall not be construed to prevent either party from taking exceptions and remove the case to the Supreme Court in the same manner and with the same effect as if the case were tried by jury.

GEO. S. CLAPP,
Att'y for Plaintiff.
N. A. HAMILTON,
Att'y for Def't.

(Indorsed:) U. S. cir. court, west. dist. Mich. James M. Wood vs. Joseph W. Weimer. Stipulation. Filed June 12, '77. C. B. Hinsdill, clerk.

128 UNITED STATES OF AMERICA:

In the circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

Now comes the said defendant, Joseph W. Weimer, by N. A. Hamilton and Edward Bacon, his attorneys, and requests the court to find the facts as well as the law in this case and to embody the same in the finding, and also pass especially in such finding on each of the following points of law which are presented by said defendant and by him deemed material for his defense herein.

I. The evidence shows that this action of replevin cannot be maintained.

II. The chattel mortgage offered in evidence and received subject to the objection made ought not to be received in evidence, and ought to be excluded on the objections made and for other reasons appearing in the evidence.

129 III. The chattel mortgage must be deemed fraudulent in fact, and can have no priority or validity in this action.

IV. The chattel-mortgage offered in evidence must be deemed fraudulent in law, and can have no priority or validity in this action.

V. If the court finds that the chattel-mortgage was as against the attaching creditors fraudulent in whole or in part, it can have no priority as against them or the defendant in this action.

VI. If the intent to hinde ror delay or otherwise defraud the creditors of Charles Stewart, did in fact or by construction of law enter into the making of the chattel-mortgage, then the fact that it had a valuable consideration in whole or in part, if such fact there be, cannot save it, and it has no priority or validity as against the defendant in this action.

VII. It is proved by the plaintiff's testimony, beyond dispute, that on taking the chattel-mortgage he not only left Charles Stewart as
130 ostensible owner in possession of the property mortgaged, but selling the same at will (no restrictio ns or contract for accounting being ever mentioned). The chattel-mortgage on its face makes a false pretence that Charles Stewart was at its date justly indebted to the plaintiff in the sum of $10,465.46, and purports to depend thereon. Therefore the chattel-mortgage must be deemed fraudulent as against the attaching creditors and the defendant, and can have no priority as against them, or at least the burthen of proof is on the defendant to show a valuable consideration for every note alleged to be secured by the chattel-mortgage, and the mere recitals of value in the notes are not sufficient evidence.

VIII. It is proved and admitted that there never has been any affidavit of renewal or any renewal of this chattel-mortgage, and that there has never been any chattel-mortgage sale. as provided for in the said mortgage, and that plaintiff, through Charles Stewart as clerk, has continued since he took possession, in October, 1875, to mix other goods with those mortgaged, and to sell the same at retail, in plain vio-
131 lation of the defendant's rights to the "overplus or residue," as provided for in the said mortgage and otherwise. If the plaintiff's alleged lien under his said mortgage ever had priority as against the attaching creditors and the defendant, such priority is lost and no longer exists.

IX. If the plaintiff has any valid lien, he cannot now have allowed to him in this action any greater amount than at the present time is justly due to him and legally secured to him by such lien; whatever by sales of land or by sales of goods or otherwise at any time has taken place so that it ought in equity to reduce such amount must go to reduce the same in the finding and judgment of the court in this action.

X. The plaintiff never acquired title to the note payable to the order of Elizabeth Stewart, for about $4,092.

XI. If the court finds that, as to the Elizabeth Stewart note, the Harriet Stewart note, or as to any note offered in evidence, the chattel-mortgage was intended by the parties thereto to make the plaintiff a trustee to protect Stewart in selling the goods as he pleased, until
132 some uncertain time and then to enable the plaintiff to take possession of so much of the goods as might remain unsold, and then to dispose of a part of Charles Stewart's property to pay a part of his debts, this was in law a fraud upon the creditors, and avoids the whole of said mortgage, or so much thereof as relates to such note or notes, or at least takes away priority as against the attaching creditors and the defendant.

XII. The chattel-mortgage does not purport to secure and cannot in law be deemed to secure as against the defendant any note or notes offered in evidence.

N. A. HAMILTON,
EDWARD BACON,
Attorneys for the Defendant.

(Indorsed:) United States of America. In the circuit court of the United States for the sixth circuit and western district of Michigan. James M. Wood vs. Joseph W. Weimer. Defendant's requests. Filed Sept. 15. '77. Chester B. Hinsdill, clerk. N. A. Hamilton, Edward Bacon, defendant's attorneys.

133 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids, on the 18 day of April, in the year of our Lord one thousand eight hundred and seventy-eight, and of the Independence of the United States of America the one hundred and second, present, the honorable Solomon L. Withey, district judge, among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

In this cause, on application, ordered that plaintiff have ten days in which to make proposed amendments to the findings of fact and law filed herein April 3, 1878.

134 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids, on the 1 day of May, in the year of our Lord one thousand eight hundred and seventy-eight, and of the Independence of the

United States of America the one hundred and second, present, the honorable Solomon L. Withey, district judge, among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

In this cause, on application, ordered that the time for settling bill of exceptions herein be, and the same is hereby, extended twenty-five days.

135 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids, on the 24 day of May, in the year of our Lord one thousand eight hundred and seventy-eight, and of the Independence of the United States of America the one hundred and second, present, the honorable Solomon L. Withey, district judge, among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

In this cause, on motion of the attorneys for the plaintiff, ordered that plaintiff have twenty days' further time in which to propose and settle amendments to the findings of the court heretofore filed herein, and in the meanwhile all proceedings be stayed until amendments are finally settled, and due notice thereof given to attorneys.

136 THE UNITED STATES OF AMERICA,
Western District of Michigan, ss:

At a session of the circuit court of the United States for the sixth circuit and western district of Michigan, begun and held at the city of Grand Rapids, on the 12 day of June, in the year of our Lord one thousand eight hundred and seventy-eight, and of the Independence of the United States of America the one hundred and second, present, the honorable Solomon L. Withey, district judge, among the proceedings then and there had were the following, to wit:

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

In this cause the judgment heretofore, and on the 3d day of April, A. D. 1878, entered upon the finding made and filed herein being informal, void, and of no effect, as not in pursuance of the statute in that behalf provided: Now, on motion of N. A. Hamilton, attorney for the defendant—L. D. Norris appearing as counsel for the plaintiff not opposing—ordered, that the following judgment be entered herein: This cause came on to be tried by the court without a jury, and after hearing the proofs and allegations of the parties, and the arguments of counsel, and after due deliberation thereon, the court now here finds that the defendant did not unlawfully detain the goods and chattels in the said

plaintiff's declaration specified as therein alleged; that the value of said goods and chattels at the commencement of the suit was eight thousand eight hundred and seventy and $\frac{46}{100}$ dollars, and that the defendant hath a lien upon or special property in the said goods and
137 chattels to the amount of five thousand five hundred and seventy-five and $\frac{10}{100}$ dollars, but is not the general owner of said goods and chattels, and that said plaintiff is entitled to the remainder of said value after deducting all moneys herein adjudged in favor of said defendant.

And whereas the defendant has duly waived a return of any of said goods and chattels, and has prayed judgment for their value, or so much thereof as he is entitled to;

Therefore it is considered that the plaintiff take nothing by his suit, and that the defendant go thereof without day.

And it is further considered that the said defendant do recover against the said plaintiff the said sum of five thousand five hundred and seventy-five and $\frac{10}{100}$ dollars, being the amount of his special property in the aforesaid goods and chattels, so by the court in form aforesaid found, together with his costs and charges in this behalf expended to be taxed. That said plaintiff have forty days from and after this day to present amendments to the finding of law and fact filed herein, and that all proceedings other than the taxation of costs by stayed herein until the further order of this court, upon notice to the opposite party.

Assessment of damages by the court.—Amended finding.

138 The circuit court of the United States, western district of Michigan.

Action of replevin.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

This cause was tried at a former term of this court, by a jury, and a verdict was rendered in favor of plaintiff, that defendant unlawfully detained the property described in the plaintiff's declaration, as therein charged, and gave damages for the detention, &c. Plaintiff's right to possession of the property depended upon a chattel mortgage, executed by Charles Stewart, to secure the payment of $10,465.46. Defendant took the goods as sheriff, by virtue of writs of attachment against Stewart in favor of creditors, issued upon claims aggregating $7,601.77.

The suits in which the writs issued had, before the trial of and after the issue in the replevin suit in this court, gone into judgments in the State court.

A motion was made to set aside the verdict of the jury in this,
139 and granted on the ground that replevin would not lie against an officer who levies upon personal property covered by a chattel mortgage while in the possession of the mortgagor. The State statute authorizes a levy upon and sale of goods pledged by way of mortgage, subject to the lien created by the mortgage. (2 Compiled Laws of 1871, § 6097.) The State supreme court, in Lucking vs. Wesson, 25 Mich., 443, holds contrary to the earlier decisions of that court, (see Tannahill vs. Tuttle, 3 Mich., 104), that a mortgagee of chattels does not become absolute owner of the mortgaged property by breach of condition, but has

only a lien which he may foreclose. Lucking vs. Wesson has been followed by other cases. Hence, a levy on such mortgaged property against the mortgagor, subject to the lien created by the mortgage, is valid, and if valid, replevin by the mortgagee will not lie.

Such being the condition of the laws of the State, as interpreted by its courts, defendant was entitled to judgment in his favor, and the only question was one of damages. This question came on for determination before the court September 14, 1877, at which time evidence
140 was submitted by both parties, and at a subsequent day written arguments were filed.

Before noticing the provisions of the mortgage, under which plaintiff claims a lien on the property affecting the question of damages, it is important to know what are the statutory provisions bearing upon the questions to be decided.

Section 6754 of Compiled Laws provides: "When either of the parties to an action of replevin, at the time of the commencement of the suit, shall have only a lien upon, or special property, or part ownership in, the goods and chattels described in the writ, and is not the general owner thereof, that fact may be proved on the trial or on the assessment of damages, in all cases arising under this chapter, and the finding of the jury or court, as the case may be, shall be according to such facts, and the court shall thereupon render such judgment as shall be just between the parties."

Section 4716 is as follows: "The question of fraudulent intent, in all cases arising under this, or either of the last two preceding chapters, shall be deemed a question of fact, and not of law." One of the
141 chapters referred to relates to "fraudulent conveyances and contracts relative to goods, chattels, and things in action," within which are the provisions relating to chattel mortgages.

The design and purpose of this section, and its effect, is explained, so far as chattel mortgages are concerned, by the State supreme court in Oliver vs. Eaton, 7 Mich., 108. (See also secs. 4703 & 706.)

THE FACTS FOUND.

I find that Charles Stewart gave a mortgage to plaintiff May 25, 1875, upon a stock of goods, fixtures, and other personal effects then in Stewart's store at St. Joseph, Michigan, to secure the payment of $10,465.46, with interest, on or before November 25, 1875. It was duly filed on the same day in the office of the township clerk, and contained the usual power of sale in case of default, and authorized the mortgagee to take possession of the mortgaged property at any time when he deemed himself insecure. Stewart remained in possession, as the terms of mortgage implied he should, and continued selling in the usual course of his business.

I find that the amount secured to be paid by said mortgage
142 was represented by seven notes, made and signed by said Charles Stewart; of these notes five were payable to James M. Wood, the plaintiff, and bore date May 24, 1875, and are as follows:

One note, payable in six months, for	$669 91
One note, payable in one month, with interest at 10 %, for	1,263 43
One note, payable in one month, with interest after June 22d, at 10 %	250 00
One note, payable in one month, with 10 % interest, for	800 00
One note, payable in one month, with 10% interest after June 18, for	1,890 00
Amounting to	$4,873 00

As to the other two notes, one was dated January 1st, 1873, payable to Elizabeth Stewart, or order, for $3,300, with interest at ten per cent. one day after date. Said Elizabeth Stewart, before the execution of said mortgage, had died intestate, and no administrator had been appointed of her estate. She left several heirs; among them was Cornelia Stewart, and all the other heirs had united in an assignment of said note to said Cornelia. Charles Stewart, the maker and mortgagor, expressed a wish to have its payment secured through the chattel mortgage in question. Cornelia Stewart had endorsed the note to plaintiff for collection, and he held the assignment to her from the other heirs and also the note. There was then due on said note $4,092.12. There was some family relationship between plaintiff and Elizabeth
143 and Cornelia Stewart, and the object of including the note as a secured debt was for the benefit of Cornelia Stewart. The pl'ff, at the date of the chattel mortgage, had received the note from Cornelia Stewart for the purpose of getting it collected or secured. There was no proof in the case that Elizabeth Stewart left any creditors.

The other note was payable to Harriet A. Stewart, or order, bore date February 8, 1873, given for $2,000, with interest at ten per cent. at one year. There were three payments endorsed: June 30, 1873, $300; May 4th, 1875, $550; and $50.

The balance due and unpaid May 24, 1875, was $1,465.46. Harriet A. Stewart resided in Louisville, Kentucky, and was immediately advised by Wood that he had obtained security for payment of the note by chattel mortgage, which she promptly ratified, and transmitted the note, properly endorsed, to Wood for collection. When Wood arranged for the chattel mortgage, that note was mentioned, and both the mortgagor and mortgagee expressed a desire to secure its payment with the other claims, by the mortgage. Charles Stewart made a computation, and informed plaintiff that it amounted to $1,500, and that amount
144 was included as part of the debt secured to be paid by the chattel mortgage.

Plaintiff immediately wrote Harriet A. Stewart, advising her of what had been done by way of securing said note; and as soon as the ordinary course of the mails would accomplish it, the note reached the plaintiff's hands, endorsed by Harriet A. Stewart to him for collection.

With the exception of two of the five notes first above enumerated, and which are mentioned further on in these findings, I find all the notes represented actual bona fide indebtedness of the mortgagor, Charles Stewart; but as to the Elizabeth Stewart note for $3,300, which, with interest, amounted to $4,092.12, until administration on her estate, and distribution, the next of kin of such intestate had no right or title to the note, and could not therefore convey a title to plaintiff, legal or equitable, for collection or otherwise, and consequently there was no one capable of taking and holding security for its collection. At the same time plaintiff acted in good faith, and believed, as it was a valid debt of Stewart's, he might lawfully take security for its payment.
145 There was, therefore, no fraud in what was done, but plaintiff can claim no lien on the mortgaged property for payment of the note payable to Elizabeth Stewart, who had died intestate.

Again as to the Harriet A. Stewart's note, I find that her prompt ratification of the chattel mortgage security when advised thereof by plaintiff, and her endorsement and transmission of the note to him, gives a right in plaintiff to claim a lien by virtue of the chattel mortgage for the amount of that note and interest. The mere fact that the amount due at the making of the chattel mortgage was estimated a few dollars

greater than the same actually was does not render the transaction fraudulent as to creditors of Stewart's, explained as it is.

As to the two notes, one for $1,263.43 and the other for $250, I find they were taken in good faith by plaintiff and for interest supposed to be owing and past due on a mortgage for $5,000 given by Charles Stewart to one Terwilliger, Dec., 1868, payable with interest at ten per cent. in five years.

But I also find that Charles Stewart conveyed, September 21st, 1872, by warranty deed to Terwilliger, subject to certain incumbrances,
146 the undivided half of lands in Chicago, Illinois. The consideration expressed in such conveyance was five thousand dollars, and therein declared to be paid by way of the release of a mortgage for that sum, being the same mortgage which plaintiff claims to have purchased subsequently from Terwilliger, given in December, 1868, by Charles Stewart, and for the past due interest on which the two notes aforesaid of $1,263.43 and $250 were given by Stewart to plaintiff, which said deed of conveyance was duly recorded October 19, 1872, in the proper office in Chicago.

I further find that May 27, 1875, two days after the execution of the said chattel mortgage, Stewart executed another deed to Terwilliger of an undivided half of the same Chicago lands and delivered the same to plaintiff as agent for Terwilliger.

I find also that prior to May 25, 1875, plaintiff understood that Terwilliger claimed to own an interest in said Chicago lands in common with Stewart. There was no other evidence tending to show that the deed from Stewart to Terwilliger, of Sept. 21st, 1872, was ever delivered to Terwilliger, or that he knew of its being recorded. No knowledge of the conveyance of Sept. 21, 1872, from Stewart to Terwilliger, or
147 of the contents thereof, ever came to plaintiff. On the contrary he believed the $5,000 mortgage had not been paid, and purchased it together with the note it secured, May 1st, 1875, at which time the mortgage was assigned to plaintiff, though the execution of the assignment was not acknowledged by Terwilliger and the official certificate thereof made till October 18th, 1875. The assignment recorded May 22d, 1876. The mortgage had never been discharged of record otherwise than by recording said deed Oct. 19, 1872, nor the mortgage or note delivered up to Stewart, and were, May 25, 1875, in plaintiff's custody, for which he had paid full value, viz, five thousand dollars and accrued interest, some time before the giving of the chattel mortgage.

I find that Stewart gave these notes under the impression that he owed the interest they represented, and that the transaction of securing their payment was in entire good faith.

But although there is some confusion about the facts, as to whether the mortgage debt of $5,000 was understood by Stewart and Terwilliger as having been paid, on the whole evidence it should be regarded as paid, as to creditors; and therefore plaintiff can claim nothing by the chattel mortgage by way of lien for security of the said two
148 notes as against creditors of Stewart.

As to the two notes, one for $800, the other for $1,890, I find that since the commencement of this suit the plaintiff has realized from other securites which he held for the payment of the debt of which they represented the interest enough to satisfy both said notes, less the sum of $477, and that as to this unpaid balance he has a lien upon the mortgaged property in controversy.

The value of the property covered by the chattel mortgage at the time of commencing this suit was $8,870.46. The amount of plaintiff's lien

by the mortgage on said property, according to the evidence and the laws of the State as interpreted by its highest court at the date of the mortgage was $4,825.36, which since the commencement of this suit has been reduced by plaintiff's realizing on another security as hereinbefore stated to $2,612.36. On this sum plaintiff is entitled to interest, making the amount of his lien $3,295.36 at this time, which sum, deducted from the value of all the property, leaves the value of the goods taken by plaintiff under his writ of replevin in excess of his lien $5,575.10.

149 As this sum is less than the amount of the attaching creditor's claims as established on the trial, I assess the damages in favor of defendant and against plaintiff at that sum, viz, $5,575.10.

I find no fraud whatever in the chattel mortgage, and that it was a valid security entitling plaintiff to the benefit of a lien on the goods in the amount hereinbefore found.

Judgment is accordingly given for the excess in value over such lien, viz, five thousand five hundred seventy-five and $\frac{10}{100}$ dollars ($5,575.10) in favor of defendant and against plaintiff, with costs of suit.

The exhibits hereto attached and numbered from one (1) to six (6), both inclusive, are part of my finding of the facts in this cause, and exhibit six (6) gives to the plaintiff the benefit of his exceptions to my ruling, as shown in the said Exhibit six (6).

Dated June 11th, 1878.

S. L. WITHEY,
Dist. Judge.

150 *Exhibits.*

Exhibit No. 1, hereto annexed, is a copy of the chattel mortgage hereinbefore referred to.

Exhibit No. 2, hereto annexed, is a copy of the $5,000 note from Stewart to Terwilliger, secured by the mortgage between the same parties. Said exhibit contains a statement of the recording of said mortgage and a description of the premises thereby mortgaged.

Exhibit No. 3, hereto annexed, is a certified copy of a discharge relating to said mortgage from Stewart to Terwilliger.

Exhibit No. 4, hereto annexed, is a copy of the note from Charles Stewart to Elizabeth Stewart, hereinbefore referred to, and of all endorsements thereon.

Exhibit No. 5, hereto annexed, is a copy of the assignment to Cornelia Stewart hereinbefore referred to.

Exhibit No. 6 is a copy of the first deed of property in Chicago by Charles Stewart to Abram Terwilliger, hereinbefore referred to, and the rulings and exceptions to such rulings had in this cause relating thereto.

151 Know all men by these presents, that I, Charles Stewart, of St. Joseph, Michigan, party of the first part, being justly indebted unto James M. Wood, of Gloversville, New York, party of the second part, in the sum of ten thousand four hundred sixty-five and $\frac{46}{100}$ dollars, have, for the purpose of securing payment of said debt and the interest thereof, granted, bargained, sold and mortgaged, and by these presents do grant, bargain, sell and mortgage unto the said James M. Wood the following goods, chattels and personal property, to wit, all and singular the goods, chattels and stock of every description situate and being in my hardware store at St. Joseph, on State, including all the goods, wares and merchandise therein and in the warehouse belonging therewith in rear of the store building across the alley; also the

stoves, lamps and fixtures belonging to said store; also the McNeale & Urban safe in said store building; also the tinshop in connection with said hardware, including the tools of every description therein and all the material connected therewith and belonging to or within the same; also the team, harness, and wagon that has been employed about the store in delivering and hauling goods, which said above described property, at the date of these presents, is free and clear of all liens,
152 conveyances, incumbrances and levies, and for a valuable consideration I hereby warrant the above representations to be true.

To have and to hold the same forever; provided always, and the condition of these presents is such, that if the said Charles Stewart shall pay or cause to be paid the said James M. Wood the debt aforesaid, with the interest, on or before the 25th day of November, A. D. 1875, then this instrument shall be void and of no effect. And I, the said Charles Stewart, agree to pay the same accordingly. But if default be made in such payment the said James M. Wood is hereby authorized to sell at public auction, after the like notice as is required by law for constable's sales, the goods, chattels and personal property hereinbefore mentioned, or so much thereof as may be necessary to satisfy the said debt, interest and reasonable expenses, and to retain the same out of the proceeds of such sale; the overplus or residue, if any, to belong and be returned to Charles Stewart. And the said James M. Wood is hereby authorized, at any time when he shall deem himself insecure, to take possession of said goods, chattels and personal property, and the same retain in some convenient place, to the risk and expense of
153 said Charles Stewart, until the said sum of money shall become due as aforesaid, and then to dispose of the same in the manner above specified.

In witness whereof the said party of the first part has hereunto set his hand and seal the 25th day of May, in the year of our Lord one thousand eight hundred and seventy-five.

CHAS. STEWART. [L. S.]

Signed, sealed and delivered in presence of—

The above is a true copy of the original mortgage.

GEO. S. CLAPP,
Att'y for Plaintiff.
N. A. HAMILTON,
Att'y for Def't Weimer.

(Indorsed:) Chattel mortgage, Charles Stewart to James M. Wood. Given May 25th, 1875. Filed May 25th, 1875, at 10¼ o'clock a. m, in R. C. P. J. W. Brewer, town clerk.

154 *Copy of Terwilliger's note and indorsements.*

$5,000.] ST. JOSEPH, MICH., *December 22d*, 1868.

Five years after date, for value rec'd, I promise to pay Abram Terwilliger, or order, the sum of five thousand dollars, with interest at ten per cent., payable semi-annually, with exch'ge on New York. This note is collateral with a mortgage bearing even date herewith, duly stamped.

(Signed) CHAS. STEWART.

Received, Preble, July 16th, 1869, on the within note two hundred and fifty dollars interest.

$250.

A. TERWILLIGER.

[2 cent stamp.]

Received, Preble, Jan. 7, 1870, on the within note two hundred and fifty dollars interest.
$250.

A. TERWILLIGER.

Rec'd, Preble, July 26th, 1870, on within note, two hundred and fifty dollars.
$250.

A. TERWILLIGER.

Rec'd, Preble, June 22d, 1871, five hundred and twelve $\frac{50}{100}$, the same sent receipt.
$512.50.

A. TERWILLIGER.

155 $250.]
Rec'd by the hand of J. M. Wood, two hundred fifty dollars. Receipt by J. M. Wood given.

A. TERWILLIGER.

$254.57.]
Rec'd, August 29th, 1872, two hundred and fifty-four $\frac{57}{100}$ dollars.
A. TERWILLIGER.

The Terwilliger mortgage, to which the foregoing note refers, is dated the 22d day of December, 1868, and was recorded in the office of the register of deeds in Berrien County, Mich., on the 23d day of December, 1868, in liber X of mortgages, on page 105. The following is the description of lands in said mortgage: "All that certain piece or parcel of land lying and being in the county of Berrien, and State of Michigan, and described as the south half of the northeast quarter of section sixteen (16), in township five (5) south of range nineteen (19) west, containing twenty (20) acres, more or less; also the northwest quarter of the northeast quarter of section sixteen (16), in township five (5) south of range nineteen (19) west, containing forty (40) acres, according to the
156 returns of the surveyor-general; also all that certain piece or parcel of land situate in the county of Berrien, and State of Michigan, known and described as the north half of the southwest quarter of the northeast quarter of section sixteen (16), in township five (5) south of range nineteen (19) west, containing twenty acres of land, be the same more or less.

157 Know all men by these presents that Abram Terwilliger, of the town of Preble, county of Courtland, and State of New York, do hereby certify that a certain indenture of mortgage, bearing date the twenty-second day of December, one thousand eight hundred and sixty-eight, made and executed by Charles Stewart, of the town of St. Joseph, county of Berrien, State of Mich., of the first part, to Abram Terwilliger, of the second part, and recorded in the register's office for the county of Berrien, State of Mich., in liber X of mortgages, on page 105, on the twenty-third day of December, one thousand eight hundred and sixty-eight, land described as follows, viz, S. $\frac{1}{2}$ N. E. $\frac{1}{4}$ N. E. $\frac{1}{4}$ sec. 16, 5, 19, containing twenty acres, more or less, is fully paid, satisfied, and discharged.

In witness whereof I have hereunto set my hand and seal the 30 day of August, one thousand eight hundred and seventy-two.

ABRAM TERWILLIGER. [L. S.]

Signed, sealed, and delivered in presence of—
TREDUS HOWARD.

STATE OF NEW YORK,
County of Courtland, ss:

On this 30th day of August, in the year one thousand eight hundred and seventy-two, before me, a notary public in and for said county, personally came the above named Abram Terwilliger, known to me to be the person named in and who executed the above instrument, and acknowledged that he executed the same for the intents and purposes therein mentioned.

TREDUS HOWARD,
Notary Public for Courtland County, N. Y.

Recorded September 11, A. D. 1872, at 1½ o'clock p. m.
FRANK N. DIX,
Register.

158 STATE OF NEW YORK,
Courtland County, Clerk's Office, ss:

I, Frank Place, clerk of said county, and of the county and supreme courts therein, which are courts of record, do certify that Tredus Howard, esq., before whom the annexed instrument was proved or acknowledged, was, at the time of taking such proof or acknowledgment, a notary public in and for said county, duly authorized and qualified to take the same. And, further, that I am well acquainted with his handwriting and verily believe that the signature thereto purporting to be his is genuine; and I further certify that the said instrument is executed and acknowledged in conformity with the existing laws of the State of New York.

In testimony whereof I have hereunto set my hand and affixed my official seal, at Courtland Village, this 25th day of September, 1872.

[SEAL.] H. J. HARRINGTON,
Dep. Clerk.

[U. S. I. R. S., 5 cents, Sept. 25, 1872.]

Recorded October 1st, A. D. 1872, at 11 hours a. m.
FRANK N. DIX,
Register.

STATE OF MICHIGAN,
County of Berrien, ss:

I, William H. Marston, register of deeds in and for said county, do hereby certify that I have compared the annexed copy with the original instrument, as recorded in the records of Berrien County, in liber 4, dis. of mortgages, on page 178; and, further, that the same is a true and correct transcript therefrom and of the whole thereof.

In testimony whereof I have hereunto set my hand and affixed my official seal, at Berrien Springs, this 22d day of July, A. D. 1878.

[L. S.] WM. H. MARSTON,
Register of Deeds.

(Indorsed:) Discharge of mortgage.

159 $3,300] ST. JOSEPH, *Jan.* 1, 1873.

One day after date, I promise to pay to the order of Mrs. Elizabeth Stewart thirty-three hundred dollars, at ten p'r c't. int., value received.

(S'g'd) CHAS. STEWART.

On the back of the foregoing note are the following indorsements:

Received of J. M. Wood, December 4th, 1876, sixty dollars.

CORNELIA STEWART.

ST. JOSEPH, *May 24th*, 1875.

Pay to J. M. Wood, or order, for collection, on account of Cornelia Stewart.

ELIZABETH STEWART,
By CORNELIA STEWART.

160 *Agreement.*

ST. JOSEPH, MICH., *May* 5, 1875.

For the consideration of one dollar received by us, and in the further consideration of our mutual love and esteem for our sister Cornelia Stewart, as well as to carry out the wish of our deceased mother expressed by her while in life, we do hereby give, grant, assign, and set over to her, said Cornelia Stewart, all our right, title, interest, and estate of, in, and to all the property, assetts, choses in action, claims, and all monies, bills, notes, or of whatever other property may have belonged to Mrs. E. Stewart, our mother, at the time of her decease, and in which we as heirs might have an interest, so that she, said Cornelia Stewart, shall be the only and sole possessor and owner of all such estate, property, and rights in action, with full right to have, demand, and receive the same, and debts due or owing to said deceased, to sue for and collect and receive the same, as might be done if we, all the heirs thereto, joined with her.

(Signed) WELLINGTON STEWART.
WM. C. STEWART.
CHAS. STEWART.
E. S. STEWART.

It is agreed that the foregoing are true copies and statements as therein stated.

St. Joseph, July 20, 1878.

GEO. S. CLAPP.
N. A. HAMILTON.

161 *Defendant's Ex. A.—G. F. H.*

Exhibit 6.

[U. S. revenue stamp, $5.00.]

This indenture, made this twenty-first day of September, in the year of our Lord one thousand eight hundred and seventy-two, between Charles Stewart, of St. Joseph, Michigan, and Helen L. Stewart, his wife, parties of the first part, and Abram Terwilliger, of Preble, Courtland County, New York, party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of five thousand dollars, which is paid by way of the release of a mortgage for that sum, recorded in liber No. 4 of mortgages in the office of the register of deeds for Berrien County, page 105, to them in hand paid by the said parties of the second part, the receipt whereof is here. by confessed and acknowledged, have granted, bargained, sold, re.

mised, released, aliened, and confirmed, and by these presents do grant, bargain, sell, remise, release, alien, and confirm unto the said party of the second part, his heirs and assigns forever, all those certain pieces or parcels of land situate and being in the city of Chicago, county of Cook, and State of Illinois, known and described as follows, to wit: The equal undivided one-half of lots numbered from one (1) to twenty-five
162 (25) and from forty-two (42) to sixty six (66) inclusive, in block four (4); also all of block five (5), excepting lots numbered fifty-one (51) and fifty-two (52), being one hundred and fourteen (114) lots in James D. Robertson's subdivision of that part of the southeast quarter of section thirty-three (33) in township forty (40) north, range thirteen (13) east of third (3d) principal meridian, lying south of Grand avenue and east of the west twenty-six & $\frac{60}{100}$th chains ($26\frac{60}{100}$).

The party of the first part in his covenant against incumbrances which is in this deed hereinafter contained expressly reserves and excepts therefrom one half of an incumbrance now upon said land, and which is mentioned in the deed recorded in book 166 of records, at page 345, in the office of the clerk of the circuit court of Cook County, and made July 31st, 1872, by John L. Sprogle and wife and Charles Stewart, and in which deed reference is made to said incumbrance in the words, "except that Charles Stewart, party of the second part, assumes and agrees to pay, according to the terms of certain trust-deeds executed by Hugh Robertson in favor of John B. Lyon, on the 18th day of April, 1871, the sum of twenty-two hundred seventy-two and $\frac{73}{100}$ dollars
163 on the fifty (50) lots in block four (4); also twenty-nine hundred nine and $\frac{10}{100}$ dollars on the sixty-four (64) lots in block five (5) above mentioned, making in all on the 114 lots fifty-one hundred eighty-one and $\frac{83}{100}$ dollars & int., which said one half of said incumbrance so in said deed so made to said Charles Stewart the said party of the second part has assumed and agreed to pay, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, and demand whatsoever of the said part' of the first part, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances.

To have and to hold the said premises as above described with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, for them and their heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, his heirs
164 and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed as of a good sum, perfect, absolute, and indefeasible estate of inheritance in the law, in fee simple, and that the said lands are free from all incumbrances whatever, except as above excepted, and that the above-bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever warrant and defend.

In witness whereof the said parties of the said first part have hereunto set their hands and seals the day and year first above written.

CHARLES STEWART. [SEAL.]
HELEN L. STEWART. [SEAL.]

Signed, sealed, and delivered in presence of—
GEO. S. CLAPP.
MARY PERKINS.

STATE OF MICHIGAN,
County Berrien, ss :

On this twenty-first day of September, in the year one thousand
165 eight hundred and seventy-two, before me, a notary public in and for said county, personally appeared Charles Stewart and Helen L. Stewart, his wife, to me well known to be the same persons described in, and who executed the within instrument, and who acknowledged the same to be their free act and deed; and the said Helen L. Stewart, wife as aforesaid of said Charles Stewart, on a private examination by me separate and apart from her said husband, acknowledged that she executed the same freely and without any fear of or compulsion from any one.

[NOTARIAL SEAL.] GEO. S. CLAPP,
Notary Public.

Entered.

G. W. WHEELER,
County Clerk pro tem.

No. 63239.
Filed for record Oct. 19, A. D. 1872.

NORMAN T. GASSETTE,
Recorder.

STATE OF ILLINOIS,
County of Cook, ss :

I, James W. Brockway, recorder of deeds in and for said county in the State aforesaid, do hereby certify that the annexed is a true and correct copy of the record of a certain instrument filed in my office the 19th day of October, A. D. 1872, as document No. 62239, and recorded in book 124 of records at page 489.

In testimony whereof I have hereunto set my hand and affixed my official seal at Chicago this eleventh (11) day of September, A. D. 1877.

[L. S.] JAS. W. BROCKWAY,
Recorder.

166 To the reading in evidence of which deed plaintiff, by his counsel, objected, for that it was incompetent, immaterial, and irrelevant; and the objection being overruled and the deed admitted, plaintiff excepted.

The plaintiff also offered the following:

JAMES M. WOOD recalled:

Q. With regard to this deed of September 21st, 1872, Stewart to Terwilliger, what, if any, knowledge or information have you from both of the parties to this deed, as to the truth of this recital that the consideration was the $5,000.00 Terwilliger mortgage?

Mr. BACON (counsel for defendant). I object to the evid
ground that the information of those two distinguished indi
not be retailed here second hand to destroy the effect of
that it is hearsay, incompetent, and irrelevant.

Mr. NORRIS (counsel for plaintiff). I will state what we c
the witness Wood and by Mr. Terwilliger and Mr. Stewart
here, that while it was at first agreed between Stewart and
that this $5,000.00 consideration should be by way of the disch
Terwilliger mortgage, it was never consummated; that M
made and recorded this deed without Mr. Terwilliger's
167 or acceptance; that Mr. Terwilliger in fact elected to
did pay, this $5,000.00 consideration in cash to Stew
drafts, one of three thousand dollars and one of two thousan
that he, Terwilliger, never discharged the mortgage, but co
hold it and collect the interest thereon up to the time he
Wood; that this was the explanation given to witness Woo
Stewart and Terwilliger of the false recital in the deed.

The COURT. My impression is against the offered testimony
Testimony finally excluded, and plaintiff, by his counsel, ex

(Indorsed:) U. S. circuit court west. dist. of Mich. James
vs. Joseph W. Weimar. Amended finding of court. Filed Ju
C. B. Hinsdill, clerk.

168 THE UNITED STATES OF AMERICA,
Western Distrtct of Michigan, ss:

SOUTHERN D

I, Chester B. Hinsdill, clerk of the circuit court of the Uni
for the sixth circuit and western district of Michigan, do here
that the foregoing is a true copy of the files and records duly
in the proceedings of said court in said entitled cause.

Witness my official signature and the seal of said court
Rapids, this 10th day of October, in the year one thousand e
dred and seventy-eight.

[SEAL.] CHESTER B. HINSDILL
By A. B. CARRIER, *Deputy.*

(Indorsement on cover:) No. 329. James M. Wood, plain
ior, vs. Joseph W. Weimar. W. Michigan, C. C. U. S. File
vember, 1878.

ADDITION TO RECORD.

FILED APRIL 4, 1881.

Supreme Court of the United States.

JAMES M. WOOD, PL'FF IN ERROR,
vs. } No. 329.
JOSEPH W. WEIMAR.

1 The circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD
vs.
JOSEPH W. WEIMER.

On the part and behalf of the plaintiff it is stipulated that the following facts are true, and so may be taken and received at the trial of this cause at this present term thereof, but subject to any objection that the defendant might make for irrelevancy if the testimony were offered to be *be* proved in the usual manner.

First. That on the 25th day of May, A. D. 1875, the chattell mortgage marked A was given by Charles Stewart to James M. Wood, the plaintiff herein, and on the same 25th day of May, A. D. 1875, the said chattel mortgage was filed in the office of the township clerk of the township of St. Joseph, in Berrien County, Michigan, in which township of St. Joseph said Charles Stewart before and on said 25th
2 day of May, A. D. 1875, resided, and then scince and until and now resides, and which chattel mortgage so remained on file in said township clerk's office until the 29th day of May, A. D. 1876, when it was taken from the files to be used as evidence in this cause.

Second. That on the fifteenth day of July, A. D. 1875, the defendant, Joseph W. Weimer, seized and took into his possession the goods in question in this suit, and kept and detained the same away from this plaintiff until the same were taken from said Joseph W. Weimer by the writ of replevin issued in this cause; that all of the said goods so taken by the defendant, and which are in controversy in this cause, were included in and were of the goods and property referred to and included in said chattel mortgage.

Third. That on the eleventh day of October, A. D. 1875, and shortly before the commencement of this suit, the plaintiff, in due form, demanded from the defendant that he surrender and deliver to this
3 plaintiff all of the aforesaid goods and chattels in this cause in controversy and included in said chattel mortgage, but the defendant then and there refused to deliver the same, and so continued to refuse to do up to and at the time of the commencement of this action and the taking of the such goods by the writ in this cause.

GEORGE S. CLAPP,
Att'y for Plaintiff.
N. A. HAMILTON,
Att'y for Def't.

Dated May 31st, 1876.
Stipulation filed June 12th, 1876.

CHESTER B. HINSDILL, *Clerk.*

Mr. BACON (counsel for defendant). I object to the evidence on the ground that the information of those two distinguished individuals cannot be retailed here second hand to destroy the effect of that deed; that it is hearsay, incompetent, and irrelevant.

Mr. NORRIS (counsel for plaintiff). I will state what we can prove by the witness Wood and by Mr. Terwilliger and Mr. Stewart if they wer' here, that while it was at first agreed between Stewart and Terwilliger that this $5,000.00 consideration should be by way of the discharge of the Terwilliger mortgage, it was never consummated; that Mr. Stewart made and recorded this deed without Mr. Terwilliger's knowledge
167 or acceptance; that Mr. Terwilliger in fact elected to pay, and did pay, this $5,000.00 consideration in cash to Stewart by two drafts, one of three thousand dollars and one of two thousand dollars; that he, Terwilliger, never discharged the mortgage, but continued to hold it and collect the interest thereon up to the time he sold it to Wood; that this was the explanation given to witness Wood by both Stewart and Terwilliger of the false recital in the deed.

The COURT. My impression is against the offered testimony.

Testimony finally excluded, and plaintiff, by his counsel, excepted.

(Indorsed:) U. S. circuit court west. dist. of Mich. James M. Wood *vs.* Joseph W. Weimar. Amended finding of court. Filed June 11, '78. C. B. Hinsdill, clerk.

168 THE UNITED STATES OF AMERICA,
Western Distrtct of Michigan, ss:

SOUTHERN DIVISION.

I, Chester B. Hinsdill, clerk of the circuit court of the United States for the sixth circuit and western district of Michigan, do hereby certify that the foregoing is a true copy of the files and records duly compared in the proceedings of said court in said entitled cause.

Witness my official signature and the seal of said court in Grand Rapids, this 10th day of October, in the year one thousand eight hundred and seventy-eight.

[SEAL.] CHESTER B. HINSDILL, *Clerk.*
By A. B. CARRIER, *Deputy.*

(Indorsement on cover:) No. 329. James M. Wood, plaintiff in error, vs. Joseph W. Weimar. W. Michigan, C. C. U. S. Filed 7th November, 1878.

ADDITION TO RECORD.

FILED APRIL 4, 1881.

Supreme Court of the United States.

JAMES M. WOOD, PL'FF IN ERROR, *vs.* JOSEPH W. WEIMAR. } No. 329.

1 The circuit court of the United States for the sixth circuit and western district of Michigan.

JAMES M. WOOD *vs.* JOSEPH W. WEIMER.

On the part and behalf of the plaintiff it is stipulated that the following facts are true, and so may be taken and received at the trial of this cause at this present term thereof, but subject to any objection that the defendant might make for irrelevancy if the testimony were offered to be *be* proved in the usual manner.

First. That on the 25th day of May, A. D. 1875, the chattell mortgage marked A was given by Charles Stewart to James M. Wood, the plaintiff herein, and on the same 25th day of May, A. D. 1875, the said chattel mortgage was filed in the office of the township clerk of the township of St. Joseph, in Berrien County, Michigan, in which township of St. Joseph said Charles Stewart before and on said 25th
2 day of May, A. D. 1875, resided, and then scince and until and now resides, and which chattel mortgage so remained on file in said township clerk's office until the 29th day of May, A. D. 1876, when it was taken from the files to be used as evidence in this cause.

Second. That on the fifteenth day of July, A. D. 1875, the defendant, Joseph W. Weimer, seized and took into his possession the goods in question in this suit, and kept and detained the same away from this plaintiff until the same were taken from said Joseph W. Weimer by the writ of replevin issued in this cause; that all of the said goods so taken by the defendant, and which are in controversy in this cause, were included in and were of the goods and property referred to and included in said chattel mortgage.

Third. That on the eleventh day of October, A. D. 1875, and shortly before the commencement of this suit, the plaintiff, in due form, demanded from the defendant that he surrender and deliver to this
3 plaintiff all of the aforesaid goods and chattels in this cause in controversy and included in said chattel mortgage, but the defendant then and there refused to deliver the same, and so continued to refuse to do up to and at the time of the commencement of this action and the taking of the such goods by the writ in this cause.

GEORGE S. CLAPP,
Att'y for Plaintiff.
N. A. HAMILTON,
Att'y for Def't.

Dated May 31st, 1876.
Stipulation filed June 12th, 1876.
CHESTER B. HINSDILL, *Clerk.*

4 UNITED STATES OF AMERICA,
Western District of Michigan, Southern Division, ss:

I, Henry M. Hinsdill, clerk of the circuit court of the United States for the sixth circuit & western district of Michigan, southern division, do hereby certify that the foregoing and attached paper is a true and compared copy of an original stipulation, dated May 31st, 1876, signed by the attorneys of the respective parties, & filed in this court & cause on the 12th day of June, 1876, and of the whole thereof.

And I further certify that when the transcript & return to the writ of error in this cause was made up on the 10th day of October, 1878, by a former deputy clerk, this stipulation was omitted; and that the attention of the clerk of this court being called to such omission by the counsel for the plaintiff, Wood, the court ordered this supplementary return to be made and forwarded to the clerk of the Supreme Court at Washington.

5 Witness my hand and the seal of said court this 29th day of March, A. D. 1881, at Grand Rapids, Michigan.

[SEAL.] HENRY M. HINSDILL,
Clerk of the Circuit Court of the United States for the 6th Circuit and Western Dist. Michigan.

(Indorsed:) Supreme Court U. S. 1880. October Term. No. 329. James M. Wood, pl'ff in error, vs. Joseph W. Weimar. Certified copy of stipulation in circuit court sent up by order circuit court as supplemental return. Filed 4th April, 1881.

OFFICE SUPREME COURT U. S.

Filed Apr. 4, 1881.

JAMES H. McKENNEY, *Clerk.*